

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**Commissioners Courtroom**  
**710 S. Main Street, Georgetown**  
**February 4, 2025**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 3 – 19 )

3. Discuss, consider and take appropriate action on a line item transfer between General Fund Revenue Items.

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount          |
|---------|------------------|-------------------|-----------------|
| From    | 0100.0000.342803 | EMS Training Fees | \$13,099,268.00 |
|         |                  |                   |                 |
| To      | 0100.0000.342800 | EMS Fees          | \$13,099,268.00 |

4. Discuss, consider, and take appropriate action on a line item transfer for EMS.

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount      |
|---------|------------------|--------------------|-------------|
| From    | 0100-0540-005700 | Vehicles > \$5,000 | \$14,000.00 |

|    |                  |                   |             |
|----|------------------|-------------------|-------------|
|    |                  |                   |             |
| To | 0100-0540-003107 | Medical Equipment | \$14,000.00 |

5. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

### Fiscal Impact

| From/To | Acct No.         | Description           | Amount     |
|---------|------------------|-----------------------|------------|
| From    | 0100.0509.005003 | Equipment > \$5,000   | \$5,000.00 |
|         |                  |                       |            |
| To      | 0100.0509.004500 | Maintenance Contracts | \$5,000.00 |

6. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

### Fiscal Impact

| From/To | Acct No.         | Description       | Amount      |
|---------|------------------|-------------------|-------------|
| From    | 0546.0546.003670 | General Donations | \$37,766.07 |
|         |                  |                   |             |
| To      | 0546.0546.001100 | Salary            | \$37,766.07 |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$2889.10   |
|         |                  |                   |             |
| To      | 0546.0546.002010 | FICA              | \$2889.10   |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$6061.45   |
|         |                  |                   |             |
| To      | 0546.0546.002020 | Retirement        | \$6061.45   |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$6480      |
|         |                  |                   |             |
| To      | 0546.0546.002030 | Insurance         | \$6480      |

7. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
8. Discuss, consider and take appropriate action approving and acknowledging rate adjustments for the Chapman Firm for 2025.
9. Discuss, consider and take appropriate action regarding the 2024 Racial Profiling Report for the Williamson County Sheriff's Office.



10. Discuss, consider, and take appropriate action regarding the 2024 Racial Profiling Report for Constable 4.
11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 01/01/2025 through 01/27/2025.
12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 01/01/2025 through 01/27/2025.
13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.22 through 01.27.25.
14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer, including One 2016 Ford Explorer PIÙ, VIN 9153 and 1997 International 4700, VIN 8370, pursuant to Texas Local Government Code 263.152.
15. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152 from 01/01/2025 through 01/27/2025.  
VIN 0600 2003 Toro 3500D  
VIN 8444 2009 Dodge Charger  
VIN 5571 2017 Chevy Tahoe  
VIN 8017 Bobcat 3400XL
16. Discuss, consider and take appropriate action on appointing Andrew Marin to the ESD #7 board to replace James Shofner for a two-year term to continue until December 31, 2026.
17. Discuss, consider, and take appropriate action on authorizing the Construction Service Agreement no.2025112 with Tom Arnold Drilling Contractor II, LLC for Well Repair at 555 CR 243, Florence, TX 76527, in the amount of Thirteen Thousand, Seven Hundred Eighty-Seven dollars (\$13,787.00), and authorize the execution of the agreement.
18. Discuss, consider, and take appropriate action on authorizing the Construction Service Agreement no.2025113 with Tom Arnold Drilling Contractor II, LLC for Well Repair Round Rock location, in the amount of Twenty-Nine Thousand, Nine Hundred Two dollars (\$29,902.00), and authorize the execution of the agreement.
19. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2025119 between Siemens Industry, Inc. and Williamson County for new Building Automated Services (BAS) Front-End Server Build, in the not-to-exceed amount of Forty Thousand, Four Hundred Ninety-Nine Dollars and Forty-Three Cents (\$40,499.43), pursuant to TIPS contract #230701 and execution of the agreement.

## **REGULAR AGENDA**

20. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Laurie Hull Osborn-Herbert) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
21. Discuss, consider, and take appropriate action on recognizing Mike Knipstein's retirement and 30 years of dedicated service to Williamson County EMS.
22. Discuss, consider and take appropriate action on adopting revised versions of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum and Public Participation Form.
23. Discuss, consider and take appropriate action on reappointment of Heather Gaddes to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2025, and ending on January 31, 2027.
24. Discuss, consider and take appropriate action on an agreement with Bluebonnet Trails Community Services (BTCS) for residential withdrawal management treatment with funding provided through the Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Grant 14198183 to expand evidence-based substance use treatment and aftercare services effective October 1, 2024 to September 30, 2027.
25. Discuss, consider, and take appropriate action on a funding request from the City of Hutto for \$100,000 of funding from the Williamson County Community Recreation Facility Fund to construct a Veteran's Memorial adjacent to the City Hall in Hutto, Texas.
26. Discuss, consider and take appropriate action on a Memorandum of Understanding Concerning Communication and Coordination between Jarrell ISD Police Department and the Williamson County Sheriff's Office
27. Discuss, consider, and take appropriate action on the proposed specialized market group for attorney positions within the County Attorney, District Attorney, and General Counsel offices of Williamson County.
28. Discuss, consider and take appropriate action on a policy exception for a new hire within the All-District Courts department for the position Director of District Court Administration, 1905.
29. Discuss, consider, and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards Episcopal Church in the amount of \$90.00 for supplies for youth(s).
30. Discuss, consider, and take appropriate action on approving the Service and Purchase Contract #2025111 between Williamson County and Berry, Dunn McNeil & Parker, LLC for consulting services to assist with an asset management software selection initiative in the amount of \$113,460.00 and authorizing the execution of the service contract pursuant to TIPS 230601.

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0000.367400 | Donations   | 1000.00 |

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0405.003670 | Donations   | 1000.00 |

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grace necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veterans Services Donations.

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0405.003670 | Donations   | 2250.00 |

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grace necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veterans Services Donations.

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0000.367400 | Donations   | 2250.00 |

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program for Fiscal Year 2025.

**Fiscal Impact**

| From/To | Acct No.         | Description           | Amount   |
|---------|------------------|-----------------------|----------|
|         | 0100.0000.370500 | Miscellaneous Revenue | \$149.00 |

36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program for Fiscal Year 2025.

#### Fiscal Impact

| From/To | Acct No.         | Description                  | Amount   |
|---------|------------------|------------------------------|----------|
|         | 0100.0630.004921 | Co Wide RX Disc Card Program | \$149.00 |

37. Discuss, consider, and take appropriate action on an Agreement to Terminate the original Agreement for Design & Engineering Services between Williamson County and Beck Architecture, LLC, being dated January 7th, 2025, relating to Lake Creek Annex.
38. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Hutto 525 Development Partners, LP for the Flora Phase 2 subdivision – Precinct 4.
39. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 129 Safety Improvement Project, a Road Bond Project in Commissioner Pct. 4. Project: P375
40. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Corridor I-2 (US 183 to SH 29) contract between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program.  
Project: P344  
Fund Source: Road Bonds
41. Discuss, consider and take appropriate action on an agreed final judgment with Mary Simkins Luzius for 1.279 AC needed as right of way and acquired for the construction of CR 245. Funding Source: Bonds P353.

#### EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

- 42.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**A. Real Estate Owned by Third Parties**

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: Bud Stockton Dr.
- b) Discuss the acquisition of real property for CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Arterial K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss the acquisition of real property for CR 175.
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

**B. Property or Real Estate owned by Williamson County**

Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County

- a) Discuss country-owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of the Williamson County owned properties within the downtown Georgetown area.

- 43.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Garden
- c) Project School Bus
- d) Project Lunch Lady
- e) Project Sequoia

44. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

**a. Litigation:**

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480<sup>th</sup> Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

**b. Administrative Complaints:**

1. EEOC Charge No.: 451-2025-01739; B.R.

**c. Claims:**

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.
3. Claim No. 09272023-560-151 - auto liability claim from Pablo Pagua for incident occurring on or about September 27, 2023, at or near 8713 W. Parmer Lane, Austin, Texas 78729.

**d. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSRF).

4. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
5. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
6. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

45. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).
46. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

#### REGULAR AGENDA (continued)

47. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

##### **a. Litigation:**

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480<sup>th</sup> Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
15. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

**b. Administrative Complaints:**

1. EEOC Charge No.: 451-2025-01739; B.R.

**c. Claims:**

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.
3. Claim No. 09272023-560-151 - auto liability claim from Pablo Paguaia for incident occurring on or about September 27, 2023, at or near 8713 W. Parmer Lane, Austin, Texas 78729.

**d. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSRF).
4. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
5. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
6. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

- 48.** Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

- 49.** Comments from Commissioners.

- 50.** Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.



This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 30th day of January 2025 at 5:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****3.****Meeting Date:** 02/04/2025

Line Item Transfer for General Fund Revenue

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer between General Fund Revenue Items.

**Background**

This line item transfer is being done to correct the loading of revenue budgets. These two numbers were entered in the wrong line items. 01.0100.0000.342800 EMS Fees should have a budget of \$13,100,268 and 01.0100.0000.342803 EMS Training Fees should have a budget of \$1,000.

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**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount          |
|---------|------------------|-------------------|-----------------|
| From    | 0100.0000.342803 | EMS Training Fees | \$13,099,268.00 |
|         |                  |                   |                 |
| To      | 0100.0000.342800 | EMS Fees          | \$13,099,268.00 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

Saira Hernandez

**Date**

01/29/2025 12:40 PM

01/30/2025 09:59 AM

Started On: 01/28/2025 07:13 AM

**Commissioners Court - Regular Session****4.****Meeting Date:** 02/04/2025

LIT

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for EMS.

**Background**

Line item transfer to facilitate the purchase of video laryngoscopes. The current version has been discontinued.

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**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount      |
|---------|------------------|--------------------|-------------|
| From    | 0100-0540-005700 | Vehicles > \$5,000 | \$14,000.00 |
|         |                  |                    |             |
| To      | 0100-0540-003107 | Medical Equipment  | \$14,000.00 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

Saira Hernandez

**Date**

01/29/2025 12:44 PM

01/30/2025 09:59 AM

Started On: 01/28/2025 12:08 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 02/04/2025

Line Item Transfer

**Submitted For:** Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Background**

Need additional funds for the remainder of the FY for Water Softener Salt.

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**Fiscal Impact**

| From/To | Acct No.         | Description           | Amount     |
|---------|------------------|-----------------------|------------|
| From    | 0100.0509.005003 | Equipment > \$5,000   | \$5,000.00 |
|         |                  |                       |            |
| To      | 0100.0509.004500 | Maintenance Contracts | \$5,000.00 |

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

Saira Hernandez

**Date**

01/29/2025 12:42 PM

01/30/2025 09:59 AM

Started On: 01/28/2025 08:28 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 02/04/2025

Line Item Transfer

**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Background**

The Petco Love grant funding position PCN 2141 has ended transitioning PCN 2141 out of the Petco Love grant to the donation fund. The shelter is requesting a line item transfer for a position to move out of grant funding and into donations. We are request moving \$37,766.07 into 0546.0546.001100 (Salary), moving \$2889.10 into 0546.0546.002010 (FICA), moving \$6061.45 into 0546.0546.002020 (Retirement), and moving \$6480 into 0546.0546.0020302030 (Insurance). We request to take the total funds of \$53,196.62 from 0546.0546.003670. This amendment will provide funding for this position transfer.

---

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount      |
|---------|------------------|-------------------|-------------|
| From    | 0546.0546.003670 | General Donations | \$37,766.07 |
|         |                  |                   |             |
| To      | 0546.0546.001100 | Salary            | \$37,766.07 |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$2889.10   |
|         |                  |                   |             |
| To      | 0546.0546.002010 | FICA              | \$2889.10   |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$6061.45   |
|         |                  |                   |             |
| To      | 0546.0546.002020 | Retirement        | \$6061.45   |
|         |                  |                   |             |
| From    | 0546.0546.003670 | General Donations | \$6480      |
|         |                  |                   |             |
| To      | 0546.0546.002030 | Insurance         | \$6480      |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

**Reviewed By**

Delia Colon

**Date**

01/29/2025 04:44 PM

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 01/30/2025

Saira Hernandez

01/30/2025 09:59 AM

Started On: 01/29/2025 04:15 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 02/04/2025

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.

**Background**

See attached documentation for details.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Merit Report

Merit LIT

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Human Resources (Originator)

Budget Office

Form Started By: Kayla Marek

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

Delia Colon

Kayla Marek

Saira Hernandez

**Date**

01/29/2025 02:50 PM

01/30/2025 09:46 AM

01/30/2025 09:48 AM

01/30/2025 09:59 AM

Started On: 01/29/2025 11:20 AM

| Department          | Position                               | Emp Num | Current Annual Salary | Annual Merit Amt | Merit% | New Annual Salary | Lump-sum Merit | Pay Proposal Reason | Effective Date of Change |
|---------------------|----------------------------------------|---------|-----------------------|------------------|--------|-------------------|----------------|---------------------|--------------------------|
| 911 Communications  | Telecom Manager.0117.001100.           | 13968   | \$84,346.64           | \$1,686.94       | 2.00   | \$86,033.58       | -              | MERIT               | 14-Feb-25                |
| Parks               | Sr Parks Maintenance Tech.2042.001100. | 15613   | \$43,618.76           | \$1,308.57       | 3.00   | \$44,927.33       | -              | MERIT               | 14-Feb-25                |
| COMM COURT - GRANTS | CCG CA Attorney I.2007.001100.         | 17232   | \$74,454.12           | \$2,233.66       | 3.00   | \$76,687.78       | -              | MERIT               | 31-Jan-25                |



|        |      |      |        | (TO)     | (FROM)   |
|--------|------|------|--------|----------|----------|
| entity | fund | dept | object | dr       | cr       |
| 01     | 0100 | 0581 | 001100 | 1,686.94 |          |
| 01     | 0100 | 0581 | 002010 | 129.05   |          |
| 01     | 0100 | 0581 | 002020 | 270.75   |          |
| 01     | 0100 | 8004 | 001130 |          | 1,686.94 |
| 01     | 0100 | 8004 | 002010 |          | 129.05   |
| 01     | 0100 | 8004 | 002020 |          | 270.75   |
| 01     | 0100 | 0510 | 001100 | 1,308.57 |          |
| 01     | 0100 | 0510 | 001130 |          | 1,308.57 |

**Commissioners Court - Regular Session****8.****Meeting Date:** 02/04/2025

Chapman Firm Rate Adj 2025

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action approving and acknowledging rate adjustments for the Chapman Firm for 2025.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Chapman Firm 2025 Rate Adjustment Letter

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 12:49 PM

Started On: 01/28/2025 12:55 PM



The Chapman Firm PLLC  
3410 Far West Boulevard  
Suite 210  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
[chapmanfirmtx.com](http://chapmanfirmtx.com)

January 27, 2025

Via e-mail: [bhawes@wilco.org](mailto:bhawes@wilco.org)

Williamson County  
c/o Hal C. Hawes  
710 Main Street, Suite 200  
Georgetown, Texas 78626

Re: 2025 Hourly Rate Adjustment Notice

Dear Mr. Hawes:

I am writing to provide you an update about The Chapman Firm PLLC and to address our relationship moving into 2025. As in prior years, this year has provided opportunities to serve many existing and new clients. We extend thanks to you and all our clients for the trust and reliance you place in us to represent you as legal counsel.

In 2024, the Firm experienced unique challenges and a monumental loss to our team. We are very proud to have managed that tragedy and have brought new talent and strength to our firm's already experienced group of legal professionals. Having overcome that challenge, and in review and expectation of need based on market trends, the regional economy and the business environment in which we operate, the Firm expects continued growth in 2025. We look forward to continuing our constant effort to best serve our clients and the construction industry.

As has been the case since the Firm first opened its doors on March 1, 2014, we are committed to providing all of our clients the highest level of service and representation in an efficient and economically reasonable manner. As a small business, the Firm recognizes the economic considerations that drive decisions and activities. We remain cognizant of those considerations both in the way we provide representation to our clients and in the way we operate the Firm, namely how we treat and take care of our work family. Those considerations constitute some of the Firm's core values and are expressed as our Balanced Approach.

As has been the case in recent years, the current economic environment has created challenges. Nationally, wage growth averaged 3.9% in 2024 while core inflation and cost of living increased in the 3% range year-over-year. In addition to ensuring our employees don't lose ground to the market, the Firm continues to experience cost increases for the essential support service upon which we rely to provide service to our clients. Technology, insurance, and real estate costs increase each year. Like other businesses that must evaluate and address these challenges, the Firm reviews and revises its rate structure to ensure that we can continue to take care of our internal obligations.

January 27, 2025

In order to facilitate our high level of service to all, permit growth, and maintain our obligations and commitment to our clients, the Firm has experienced an increase in costs that will be offset by a small rate adjustment in line with the experienced economic factors.

Controlling those costs remains challenging and we strive to find a balance between lean efficiency and robust resources to ensure our service to you remains at a high level. Unlike many other firms, we do not include itemized costs on our invoices to our clients. We feel our rate structure should encompass all overhead and general operating costs. Rather than using additional fees or mark-ups on expenses as a hidden profit center, we absorb virtually all cost into our rates. As a result, the Firm feels that a rate increase for 2025 is necessary.

In accordance with your engagement letter for hourly services with the Firm, this letter serves as a formal notice of adjustment of the Firm's hourly rates for 2025. Attached to this letter you will find a revised rate sheet. Please do not hesitate to contact me if you have any questions or concerns about these new rates.

Also, please keep in mind that the Firm is always willing to discuss alternative fee arrangements such as flat fees, monthly retainers, and contingency or modified contingency agreements. We remain willing and able to structure fees based on your specific needs and any particular matters you bring to us.

Again, thank you for your continued business. Everyone at the Firm genuinely appreciates it. We wish you a successful year.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey S. Chapman', with a stylized, flowing script.

Jeffrey S. Chapman

JSC:fd  
Enclosures

**THE CHAPMAN FIRM, PLLC**

**2025 FEE SCHEDULE  
Reduced Billing Rates**

**PARTNERS**

|                    |                 |
|--------------------|-----------------|
| Jeffrey S. Chapman | <b>\$465.00</b> |
| Erik G. Moskowitz  | <b>\$435.00</b> |
| Jerry Negrete      | <b>\$400.00</b> |
| Tiffany N. Leal    | <b>\$395.00</b> |

**SENIOR COUNSEL**

|                |                 |
|----------------|-----------------|
| Sarah E. Scott | <b>\$375.00</b> |
| Kerrie Taylor  | <b>\$365.00</b> |
| Kavita Gupta   | <b>\$355.00</b> |

**OTHER**

|                  |                 |
|------------------|-----------------|
| Senior Paralegal | <b>\$190.00</b> |
| Paralegal        | <b>\$150.00</b> |

**Commissioners Court - Regular Session****9.****Meeting Date:** 02/04/2025

2024 Racial Profiling Report for County Sheriff

**Submitted For:** Matthew Lindemann**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the 2024 Racial Profiling Report for the Williamson County Sheriff's Office.

**Background**

The Texas Code of Criminal Procedure requires that no later than March 1st of each year, every law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency. The purpose in collecting and disclosing this information is to determine if deputies or police officers in any particular county or municipality are engaging in the practice of racially profiling minority motorists.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

2024 Racial Profiling Report

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/27/2025

**Reviewed By**

Andrea Schiele

**Date**

01/27/2025 04:17 PM

Started On: 01/27/2025 09:01 AM

# RACIAL PROFILING REPORT

2024

# WILLIAMSON COUNTY

## Sheriff's Office



DEL CARMEN  
Consulting, LLC.

LAW ENFORCEMENT EXPERTS



*"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."*

-Quote by Geneva Reed (Mother of Sandra Bland)





January 14, 2025

Williamson County Commissioners Court  
710 Main St.  
Georgetown, TX 78626

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Williamson County Sheriff's Office, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the Williamson County Sheriff's Office and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Williamson County Sheriff's Office relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the Williamson County Sheriff's Office's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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# Public Education on Responding to Compliments and Complaints

## Informing the Public on the Process of Filing a Compliment or Complaint with the Williamson County Sheriff's Office

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Williamson County Sheriff's Office launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The sheriff's office made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Williamson County Sheriff's Deputy. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Williamson County Sheriff's Deputies have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Williamson County Sheriff's Office have completed the TCOLE basic training on racial profiling. The main outline used to train the deputies of Williamson County Sheriff's Office has been included in this report.

It is important to recognize that the Sheriff of the Williamson County Sheriff's Office has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Williamson County Sheriff's Office fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

# Racial Profiling Course 3256

## Texas Commission on Law Enforcement

September 2001

### Racial Profiling 3256

#### Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

#### Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

**Prerequisites:** Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

#### Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

#### Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

## **Racial Profiling 3256**

### **1.0 RACIAL PROFILING AND THE LAW**

**1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.**

**1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.**

#### **Racial Profiling Requirements:**

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

#### **A. Written departmental policies**

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

#### **B. Not prima facie evidence**

#### **C. Feasibility of use of video equipment**

#### **D. Data does not identify officer**

#### **E. Copy of complaint-related video evidence to officer in question**

#### **F. Vehicle stop report**

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

#### **G. Compilation and analysis of data**

#### **H. Exemption from reporting – audio/video equipment**

#### **I. Officer non-liability**

#### **J. Funding**

#### **K. Required training in racial profiling**

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



**1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.**

**A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)**

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

**B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)**

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

**C. Other cases**

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)





## **2.0 RACIAL PROFILING AND THE COMMUNITY**

**2.1 UNIT GOAL:** The student will be able to identify logical and social arguments against racial profiling.

**2.1.1 LEARNING OBJECTIVE:** The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

**3.1 UNIT GOAL:** The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

**3.1.1 LEARNING OBJECTIVE:** The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





**3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.**

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

**3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.**

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

**Resources**

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:



# Report on Compliments and Racial Profiling Complaints



**Report on Complaints**

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/24-12/31/24 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

☐

A check above indicates that the Williamson County Sheriff's Office has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

**Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

| Complaint Number | Alleged Violation | Disposition of the Case |
|------------------|-------------------|-------------------------|
|                  |                   |                         |
| 1                | Racial Profiling  | Not Sustained           |
| 2                | Racial Profiling  | Not Sustained           |
| 3                | Racial Profiling  | Not Sustained           |
|                  |                   |                         |
|                  |                   |                         |
|                  |                   |                         |
|                  |                   |                         |
|                  |                   |                         |
|                  |                   |                         |

| Additional Comments: |
|----------------------|
|                      |
|                      |
|                      |
|                      |
|                      |

## Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

**TOTAL STOPS: 17,875**

### STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

|                  |       |
|------------------|-------|
| City Street      | 8,916 |
| US Highway       | 2,460 |
| State Highway    | 3,742 |
| County Road      | 2,729 |
| Private Property | 28    |

### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

|     |        |
|-----|--------|
| Yes | 118    |
| No  | 17,757 |

### RACE OR ETHNICITY

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 187   |
| Asian/Pacific Islander        | 1,156 |
| Black                         | 2,260 |
| White                         | 9,693 |
| Hispanic/Latino               | 4,579 |

### GENDER

**Female Total: 5,075**

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 39    |
| Asian/Pacific Islander        | 361   |
| Black                         | 720   |
| White                         | 2,932 |
| Hispanic/Latino               | 1,023 |

**Male Total: 12,800**

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 148   |
| Asian/Pacific Islander        | 795   |
| Black                         | 1,540 |
| White                         | 6,761 |
| Hispanic/Latino               | 3,556 |

### REASON FOR STOP?

**Violation of Law Total: 426**

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 8   |
| Asian/Pacific Islander        | 15  |
| Black                         | 66  |
| White                         | 218 |
| Hispanic/Latino               | 119 |

**Pre-existing Knowledge Total: 180**

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 7  |
| Black                         | 28 |
| White                         | 82 |
| Hispanic/Latino               | 63 |

**Moving Traffic Violation Total: 9,386**

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 104   |
| Asian/Pacific Islander        | 751   |
| Black                         | 967   |
| White                         | 5,413 |
| Hispanic/Latino               | 2,151 |

## TIER 2 DATA

### Vehicle Traffic Violation Total: 7,883

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 75    |
| Asian/Pacific Islander        | 383   |
| Black                         | 1,199 |
| White                         | 3,980 |
| Hispanic/Latino               | 2,246 |

### Contraband (in plain view) Total: 25

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 7  |
| White                         | 7  |
| Hispanic/Latino               | 11 |

### WAS SEARCH CONDUCTED?

|                               | YES        | NO            |
|-------------------------------|------------|---------------|
| Alaska Native/American Indian | 4          | 183           |
| Asian/Pacific Islander        | 17         | 1,139         |
| Black                         | 192        | 2,068         |
| White                         | 400        | 9,293         |
| Hispanic/Latino               | 305        | 4,274         |
|                               |            |               |
| <b>TOTAL</b>                  | <b>918</b> | <b>16,957</b> |

### Probable Cause Total: 415

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 3   |
| Asian/Pacific Islander        | 9   |
| Black                         | 127 |
| White                         | 187 |
| Hispanic/Latino               | 89  |

### Inventory Total: 161

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 3  |
| Black                         | 20 |
| White                         | 52 |
| Hispanic/Latino               | 86 |

### REASON FOR SEARCH?

#### Consent Total: 267

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 4   |
| Black                         | 29  |
| White                         | 135 |
| Hispanic/Latino               | 99  |

### Incident to Arrest Total: 50

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 1  |
| Asian/Pacific Islander        | 1  |
| Black                         | 9  |
| White                         | 19 |
| Hispanic/Latino               | 20 |

## TIER 2 DATA

### WAS CONTRABAND DISCOVERED?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 4          | 0          |
| Asian/Pacific Islander        | 15         | 2          |
| Black                         | 169        | 23         |
| White                         | 330        | 70         |
| Hispanic/Latino               | 278        | 27         |
|                               |            |            |
| <b>TOTAL</b>                  | <b>796</b> | <b>122</b> |

### Did the finding result in arrest?

|                               | YES        | NO         |
|-------------------------------|------------|------------|
| Alaska Native/American Indian | 0          | 4          |
| Asian/Pacific Islander        | 1          | 14         |
| Black                         | 25         | 144        |
| White                         | 71         | 259        |
| Hispanic/Latino               | 25         | 253        |
|                               |            |            |
| <b>TOTAL</b>                  | <b>122</b> | <b>674</b> |

### DESCRIPTION OF CONTRABAND

#### Drugs Total: 346

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 3   |
| Asian/Pacific Islander        | 7   |
| Black                         | 90  |
| White                         | 169 |
| Hispanic/Latino               | 77  |

#### Currency Total: 12

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 1 |
| Black                         | 2 |
| White                         | 6 |
| Hispanic/Latino               | 3 |

#### Weapons Total: 26

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 10 |
| White                         | 11 |
| Hispanic/Latino               | 5  |

#### Alcohol Total: 37

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 1  |
| Black                         | 4  |
| White                         | 16 |
| Hispanic/Latino               | 16 |

## TIER 2 DATA

### Stolen Property Total: 7

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 2 |
| White                         | 4 |
| Hispanic/Latino               | 1 |

### Other Total: 368

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 1   |
| Asian/Pacific Islander        | 6   |
| Black                         | 61  |
| White                         | 124 |
| Hispanic/Latino               | 176 |

### RESULT OF THE STOP

#### Verbal Warning Total: 10,713

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 132   |
| Asian/Pacific Islander        | 710   |
| Black                         | 1,510 |
| White                         | 5,622 |
| Hispanic/Latino               | 2,739 |

#### Written Warning Total: 2,714

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 26    |
| Asian/Pacific Islander        | 178   |
| Black                         | 253   |
| White                         | 1,841 |
| Hispanic/Latino               | 416   |

### Citation Total: 4,088

|                               |       |
|-------------------------------|-------|
| Alaska Native/American Indian | 28    |
| Asian/Pacific Islander        | 262   |
| Black                         | 423   |
| White                         | 2,053 |
| Hispanic/Latino               | 1,322 |

### Written Warning and Arrest Total: 17

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 1 |
| Black                         | 5 |
| White                         | 9 |
| Hispanic/Latino               | 2 |

### Citation and Arrest Total: 56

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 1  |
| Asian/Pacific Islander        | 0  |
| Black                         | 11 |
| White                         | 18 |
| Hispanic/Latino               | 26 |

### Arrest Total: 287

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 5   |
| Black                         | 58  |
| White                         | 150 |
| Hispanic/Latino               | 74  |

## TIER 2 DATA

### ARREST BASED ON

#### Violation of Penal Code Total: 183

|                               |     |
|-------------------------------|-----|
| Alaska Native/American Indian | 0   |
| Asian/Pacific Islander        | 5   |
| Black                         | 33  |
| White                         | 101 |
| Hispanic/Latino               | 44  |

#### Violation of Traffic Law Total: 52

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 1  |
| Asian/Pacific Islander        | 1  |
| Black                         | 7  |
| White                         | 17 |
| Hispanic/Latino               | 26 |

#### Violation of City Ordinance Total: 0

|                               |   |
|-------------------------------|---|
| Alaska Native/American Indian | 0 |
| Asian/Pacific Islander        | 0 |
| Black                         | 0 |
| White                         | 0 |
| Hispanic/Latino               | 0 |

#### Outstanding Warrant Total: 125

|                               |    |
|-------------------------------|----|
| Alaska Native/American Indian | 0  |
| Asian/Pacific Islander        | 0  |
| Black                         | 34 |
| White                         | 59 |
| Hispanic/Latino               | 32 |

### Was physical force used resulting in bodily injury during the stop?

|                               | YES       | NO            |
|-------------------------------|-----------|---------------|
| Alaska Native/American Indian | 0         | 187           |
| Asian/Pacific Islander        | 0         | 1,156         |
| Black                         | 0         | 2,260         |
| White                         | 8         | 9,685         |
| Hispanic/Latino               | 2         | 4,577         |
|                               |           |               |
| <b>TOTAL</b>                  | <b>10</b> | <b>17,865</b> |



# Tables Illustrating Motor Vehicle Related Contact Data

**Table 1. Citations and Warnings**

| Race/ Ethnicity                           | All<br>Contacts | Citations | Verbal<br>Warning | Written<br>Warning | Contact<br>Percent | Citation<br>Percent | Verbal<br>Percent | Written<br>Percent |
|-------------------------------------------|-----------------|-----------|-------------------|--------------------|--------------------|---------------------|-------------------|--------------------|
|                                           |                 |           |                   |                    |                    |                     |                   |                    |
| <b>Alaska Native/<br/>American Indian</b> | 187             | 29        | 132               | 26                 | 1%                 | 1%                  | 1%                | 1%                 |
| <b>Asian/ Pacific<br/>Islander</b>        | 1,156           | 262       | 710               | 178                | 6%                 | 6%                  | 7%                | 7%                 |
| <b>Black</b>                              | 2,260           | 434       | 1,510             | 253                | 13%                | 10%                 | 14%               | 9%                 |
| <b>White</b>                              | 9,693           | 2,071     | 5,622             | 1,841              | 54%                | 50%                 | 52%               | 68%                |
| <b>Hispanic/ Latino</b>                   | 4,579           | 1,348     | 2,739             | 416                | 26%                | 33%                 | 26%               | 15%                |
|                                           |                 |           |                   |                    |                    |                     |                   |                    |
| <b>TOTAL</b>                              | 17,875          | 4,144     | 10,713            | 2,714              | 100%               | 100%                | 100%              | 100%               |



**Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison**

Comparison of motor vehicle-related contacts with households that have vehicle access.

| Race/Ethnicity                | Contact Percentage | Households with Vehicle Access |
|-------------------------------|--------------------|--------------------------------|
|                               |                    |                                |
| Alaska Native/American Indian | 1%                 | 1%                             |
| Asian/Pacific Islander        | 6%                 | 6%                             |
| Black                         | 13%                | 7%                             |
| White                         | 54%                | 63%                            |
| Hispanic/Latino               | 26%                | 23%                            |
|                               |                    |                                |
| <b>TOTAL</b>                  | 100%               | 100%                           |

**Table 3. Motor Vehicle Searches and Arrests.**

| Race/Ethnicity                | Searches | Consent Searches | Arrests |
|-------------------------------|----------|------------------|---------|
|                               |          |                  |         |
| Alaska Native/American Indian | 4        | 0                | 1       |
| Asian/Pacific Islander        | 17       | 4                | 6       |
| Black                         | 192      | 29               | 74      |
| White                         | 400      | 135              | 177     |
| Hispanic/Latino               | 305      | 99               | 102     |
|                               |          |                  |         |
| <b>TOTAL</b>                  | 918      | 267              | 360     |

**Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury**

| <b>Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury</b> | <b>Arrest</b> | <b>Location of Stop</b> | <b>Reason for Stop</b>    |
|------------------------------------------------------------------------------------------|---------------|-------------------------|---------------------------|
|                                                                                          |               |                         |                           |
| 1                                                                                        | 1/3/24        | City Street             | Vehicle Traffic Violation |
| 2                                                                                        | 1/5/24        | U.S. Highway            | Vehicle Traffic Violation |
| 3                                                                                        | 1/11/24       | County Road             | Moving Traffic Violation  |
| 4                                                                                        | 1/31/24       | City Street             | Moving Traffic Violation  |
| 5                                                                                        | 2/15/24       | City Street             | Vehicle Traffic Violation |
| 6                                                                                        | 3/1/24        | County Road             | Vehicle Traffic Violation |
| 7                                                                                        | 3/15/24       | U.S. Highway            | Vehicle Traffic Violation |
| 8                                                                                        | 4/11/24       | City Street             | Moving Traffic Violation  |
| 9                                                                                        | 4/15/24       | City Street             | Moving Traffic Violation  |
| 10                                                                                       | 4/29/24       | City Street             | Moving Traffic Violation  |

**Table 5. Search Data**

| <b>Race/<br/>Ethnicity</b>                        | <b>Searches</b> | <b>Contraband<br/>Found Yes</b> | <b>Contraband<br/>Found No</b> | <b>Arrests</b> | <b>Percent<br/>Searches</b> | <b>Percent<br/>Contraband<br/>Found</b> | <b>Percent No<br/>Contraband</b> | <b>Percent<br/>Arrest</b> |
|---------------------------------------------------|-----------------|---------------------------------|--------------------------------|----------------|-----------------------------|-----------------------------------------|----------------------------------|---------------------------|
|                                                   |                 |                                 |                                |                |                             |                                         |                                  |                           |
| <b>Alaska<br/>Native/<br/>American<br/>Indian</b> | 4               | 4                               | 0                              | 1              | 0%                          | 1%                                      | 0%                               | 0%                        |
| <b>Asian/<br/>Pacific<br/>Islander</b>            | 17              | 15                              | 2                              | 6              | 2%                          | 2%                                      | 2%                               | 2%                        |
| <b>Black</b>                                      | 192             | 169                             | 23                             | 74             | 21%                         | 21%                                     | 19%                              | 21%                       |
| <b>White</b>                                      | 400             | 330                             | 70                             | 177            | 44%                         | 41%                                     | 57%                              | 49%                       |
| <b>Hispanic/<br/>Latino</b>                       | 305             | 278                             | 27                             | 102            | 33%                         | 35%                                     | 22%                              | 28%                       |
|                                                   |                 |                                 |                                |                |                             |                                         |                                  |                           |
| <b>TOTAL</b>                                      | 918             | 796                             | 122                            | 360            | 100%                        | 100%                                    | 100%                             | 100%                      |

**Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

| <b>Audit Data</b> | <b>Number of Data Audits Completed</b> | <b>Date of Completion</b> | <b>Outcome of Audit</b>     |
|-------------------|----------------------------------------|---------------------------|-----------------------------|
|                   |                                        |                           |                             |
| 1                 | 1                                      | 03/01/24                  | Data was valid and reliable |
| 2                 | 1                                      | 06/01/24                  | Data was valid and reliable |
| 3                 | 1                                      | 09/01/24                  | Data was valid and reliable |
| 4                 | 1                                      | 12/01/24                  | Data was valid and reliable |

|                             |
|-----------------------------|
| <b>ADDITIONAL COMMENTS:</b> |
|                             |
|                             |
|                             |

**Table 7. Instance Where Force Resulted in Bodily Injury.**

| <b>Race/Ethnicity</b>                | <b>Number</b> | <b>Percent</b> |
|--------------------------------------|---------------|----------------|
|                                      |               |                |
| <b>Alaska Native/American Indian</b> | 0             | 0%             |
| <b>Asian/Pacific Islander</b>        | 0             | 0%             |
| <b>Black</b>                         | 0             | 0%             |
| <b>White</b>                         | 8             | 80%            |
| <b>Hispanic/Latino</b>               | 2             | 20%            |
|                                      |               |                |
| <b>TOTAL</b>                         | 10            | 100%           |

**Table 8. Reason for Arrests from Vehicle Contact**

| Race/ Ethnicity                | Violation of Penal Code | Violation of Traffic Law | Violation of City Ordinance | Outstanding Warrant | Percent Penal Code | Percent Traffic Law | Percent City Ordinance | Percent Warrant |
|--------------------------------|-------------------------|--------------------------|-----------------------------|---------------------|--------------------|---------------------|------------------------|-----------------|
|                                |                         |                          |                             |                     |                    |                     |                        |                 |
| Alaska Native/ American Indian | 0                       | 1                        | 0                           | 0                   | 0%                 | 2%                  | 0%                     | 0%              |
| Asian/ Pacific Islander        | 5                       | 1                        | 0                           | 0                   | 3%                 | 2%                  | 0%                     | 0%              |
| Black                          | 33                      | 7                        | 0                           | 34                  | 18%                | 13%                 | 0%                     | 27%             |
| White                          | 101                     | 17                       | 0                           | 59                  | 55%                | 33%                 | 0%                     | 47%             |
| Hispanic/ Latino               | 44                      | 26                       | 0                           | 32                  | 24%                | 50%                 | 0%                     | 26%             |
|                                |                         |                          |                             |                     |                    |                     |                        |                 |
| <b>TOTAL</b>                   | 183                     | 52                       | 0                           | 125                 | 100%               | 100%                | 0%                     | 100%            |

**Table 9. Contraband Hit Rate**

| Race/ Ethnicity                | Searches | Contraband Found Yes | Contraband Hit Rate | Search Percent | Contraband Percent |
|--------------------------------|----------|----------------------|---------------------|----------------|--------------------|
|                                |          |                      |                     |                |                    |
| Alaska Native/ American Indian | 4        | 4                    | 100%                | 0%             | 1%                 |
| Asian/ Pacific Islander        | 17       | 15                   | 88%                 | 2%             | 2%                 |
| Black                          | 192      | 169                  | 88%                 | 21%            | 21%                |
| White                          | 400      | 330                  | 83%                 | 44%            | 41%                |
| Hispanic/Latino                | 305      | 278                  | 91%                 | 33%            | 35%                |

# Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

**1. A comparative analysis of the information compiled (under Article 2.133):**

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

**2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.**

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Williamson County Sheriff's Office commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Williamson County Sheriff's Office agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.



It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Williamson County Sheriff's Office in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Williamson County Sheriff's Office accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Williamson County.

### **Tier 2 (2024) Motor Vehicle-Related Contact Analysis**

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department reports ten instances where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of "households" in Williamson County who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in Williamson County that claimed in the last census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in Williamson County that claimed in the last census to have access to vehicles. It should be noted that the percentage difference among Hispanic contacts with households is of 3%; thus, deemed by some as statistically insignificant.



The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of American Indians. This was followed by Hispanics. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among American Indians. The lowest contraband hit rate was among Whites.

### **Summary of Findings**

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Williamson County Sheriff's Office has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Williamson County Sheriff's Office should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Williamson County Sheriff's Office should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.

# Checklist

The following requirements were met by the Williamson County Sheriff's Office in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Williamson County Sheriff's Office from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the complaint and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

# Legislative & Administrative



# TCOLE GUIDELINES

## Guidelines for Compiling and Reporting Data under Senate Bill 1074

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

## **Standard 2**

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

## **Commentary**

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

## **Standard 3**

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.



## **Commentary**

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

#### **Standard 4**

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

#### **Commentary**

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

#### **Standard 5**

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

#### **Commentary**

None

#### **Standard 6**

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

#### **Commentary**

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

**Standard 7**

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

**Commentary**

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.



# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.  
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;  
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

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President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

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Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

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Chief Clerk of the House

Approved:

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Date

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Governor

# Modifications to the Original Law

## (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~



~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;  
or

(3) a commission rule.

SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

\_\_\_\_\_  
President of the Senate

\_\_\_\_\_  
Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

\_\_\_\_\_  
Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

\_\_\_\_\_  
Governor



# **The Sandra Bland Act**

## **(S.B. 1849)**

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

### ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

### ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

### ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
  - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
  - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
  - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
  - (6) provide to local government officials consultation on and technical assistance for county jails;
  - (7) review and comment on plans for the construction and major modification or renovation of county jails;
  - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
  - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
  - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
  - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
  - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
  - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
  - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
  - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
  - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
    - (A) common issues concerning jail administration;
    - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and  
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;  
(2) an attempted suicide;  
(3) a death;  
(4) a serious bodily injury, as that term is defined by  
Section 1.07, Penal Code;  
(5) an assault;  
(6) an escape;  
(7) a sexual assault; and  
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other



than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

#### ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
  - (A) civil rights, racial sensitivity, and cultural diversity;
  - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
  - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
  - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
    - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
    - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and  
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

\_\_\_\_\_  
Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:  
Yeas 31, Nays 0.

\_\_\_\_\_  
Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:  
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor

\_\_\_\_\_  
Chief Clerk of the House

**WILLIAMSON COUNTY  
SHERIFF'S OFFICE  
RACIAL PROFILING POLICY**



|                                                                                   |                                                                                                                              |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Williamson County Sheriff's Office</b>                                                                                    |
|                                                                                   | <b>Racial Profiling &amp; Bias Reduction</b><br><b>General Order</b>                                                         |
|                                                                                   | <b>Effective Date: 01/19/2022</b>                                                                                            |
|                                                                                   | <b>Approved:</b> <u>Mike Gleason</u><br>Sheriff                                                                              |
|                                                                                   | For the purpose of this policy manual, the responsibilities of the Sheriff may be delegated by him to an appointed designee. |

## I. Policy

All sworn members of the Williamson County Sheriff's Office are strictly prohibited from engaging in racial/biased profiling of any kind.

We are committed to respecting constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate based on race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, deputies shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Deputies shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Deputies shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All agency orders are informed and ruled by this directive. Nothing in this order limits non-enforcement contacts between deputies and the public.

## II. Purpose

The purpose of this order is to provide general rules on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions and emphasize the importance of the constitutional rules within which we operate.

### III. Definitions

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- a. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- b. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon their race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- c. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- d. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- e. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- f. Race: A category of people of a particular decent, including Caucasian, Black, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- g. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- h. Reasonable suspicion: Articulable, objective facts that lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- i. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- j. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

### IV. Procedures

- a. General responsibilities
  - i. Deputies are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including

seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes.

- ii. Investigative detentions, traffic stops, arrests, searches, and property seizures by deputies will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Deputies must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, deputies shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, deputies shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
- iii. Deputies may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.
- iv. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - 1. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
  - 2. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- v. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to agency personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - 1. Personnel shall facilitate an individual's access to other governmental services whenever possible and shall actively provide referrals to other appropriate agencies.

2. All personnel shall courteously accept, document, and forward to the Sheriff or Chief Deputy any complaints made by an individual against the office.
  - vi. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety.
  - vii. When concluding an encounter, personnel shall thank him or her for cooperating.
  - viii. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their agency identification number, name of the immediate supervisor, or any other reasonable information.
  - ix. All personnel are accountable for their actions. Personnel shall justify their actions when required.
- b. Supervisory responsibilities
- i. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
  - ii. Supervisors shall use the disciplinary mechanisms of the agency to ensure compliance with this order and the constitutional requirements of law enforcement.
  - iii. Supervisors shall be mindful that in accounting for the actions and performance of subordinates. Supervisors are important in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
  - iv. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement but increases safety risks to personnel. Lack of control over bias also exposes the agency to liability consequences.
  - v. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
  - vi. Supervisors shall ensure that all enforcement actions are duly documented per agency policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
  - vii. Supervisors shall facilitate the filing of any complaints about law-enforcement service.
  - viii. Supervisors shall conduct monthly reviews of in-car video recordings and body camera footage to ensure proper conduct of deputies.
- c. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including termination.

d. Training

Deputies shall complete annual training regarding bias- based profiling.

**V. Complaints**

- a. The Williamson County Sheriff's Office shall accept, document, and forward all complaints to the Chief Deputy or Sheriff. A member of the public may file a complaint with the Sheriff's Office if they feel they have been the subject of racial/biased profiling. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they filed such a complaint.
- b. Complaints alleging incidents of bias-based profiling will be fully investigated.
- c. Complainants will be notified of the results of the investigations when the investigation is completed.

**VI. Record Keeping**

- a. The agency will maintain all required records on self-initiated contacts.
- b. The information collected above will be reported to the county commissioner's court annually.
- c. The information will also be reported to TCOLE in the required format.
- d. The Office of Professional Standards will conduct an annual administrative review of data collected and the Sheriff will amend Agency policies and procedures as necessary to ensure compliance with bias-based profiling legislation and policy.

For additional questions regarding the information presented in this report, please contact:

**Del Carmen Consulting©**  
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**Commissioners Court - Regular Session****10.****Meeting Date:** 02/04/2025

2024 Constable 4 Racial Profiling Report

**Submitted By:** Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the 2024 Racial Profiling Report for Constable 4.

**Background**

The Texas Code of Criminal Procedure requires law enforcement agencies to submit a report containing the racial profiling incident-based statistical data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency no later than March 1st. On January 28, 2025, the Commissioners Court already approved this report. It is being re-submitted for approval after correcting one of its totals and adding an optional narrative.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

2024 RP Full

2024 RP Comparative Analysis Report

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 11:23 AM

Started On: 01/30/2025 10:53 AM

# Racial Profiling Report | Full

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Agency Name: WILLIAMSON CO. CONST. PCT. 4  
Reporting Date: 01/24/2025  
TCOLE Agency Number: 491104

Chief Administrator: PAUL L. LEAL

Agency Contact Information:  
Phone: (512) 352-4181  
Email: paul.leal@wilco.org

Mailing Address:  
412 VANCE ST STE 3  
TAYLOR, TX 76574-3507

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 4 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article



2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: BRIAN OLSON  
Chief Deputy

Date: 01/24/2025

# Total stops: 4443

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## Street address or approximate location of the stop

|                           |      |
|---------------------------|------|
| City street               | 825  |
| US highway                | 2339 |
| County road               | 1126 |
| State highway             | 52   |
| Private property or other | 101  |

## Was race or ethnicity known prior to stop?

|     |      |
|-----|------|
| Yes | 38   |
| No  | 4405 |

## Race / Ethnicity

|                                 |      |
|---------------------------------|------|
| Alaska Native / American Indian | 3    |
| Asian / Pacific Islander        | 171  |
| Black                           | 706  |
| White                           | 3256 |
| Hispanic / Latino               | 307  |

## Gender

|                                 |             |
|---------------------------------|-------------|
| <b>Female</b>                   | <b>1761</b> |
| Alaska Native / American Indian | 1           |
| Asian / Pacific Islander        | 72          |
| Black                           | 289         |
| White                           | 1308        |
| Hispanic / Latino               | 91          |
| <b>Male</b>                     | <b>2682</b> |
| Alaska Native / American Indian | 2           |
| Asian / Pacific Islander        | 99          |
| Black                           | 417         |
| White                           | 1948        |
| Hispanic / Latino               | 216         |

## Reason for stop?

|                                 |          |
|---------------------------------|----------|
| <b>Violation of law</b>         | <b>9</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 1        |
| White                           | 7        |

|                                  |             |
|----------------------------------|-------------|
| Hispanic / Latino                | 1           |
| <b>Preexisting knowledge</b>     | <b>4138</b> |
| Alaska Native / American Indian  | 3           |
| Asian / Pacific Islander         | 142         |
| Black                            | 665         |
| White                            | 3059        |
| Hispanic / Latino                | 269         |
| <b>Moving traffic violation</b>  | <b>245</b>  |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 29          |
| Black                            | 29          |
| White                            | 157         |
| Hispanic / Latino                | 30          |
| <b>Vehicle traffic violation</b> | <b>51</b>   |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 0           |
| Black                            | 11          |
| White                            | 33          |
| Hispanic / Latino                | 7           |
| <b>Was a search conducted?</b>   |             |
| <b>Yes</b>                       | <b>4</b>    |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 0           |
| Black                            | 1           |
| White                            | 3           |
| Hispanic / Latino                | 0           |
| <b>No</b>                        | <b>4439</b> |
| Alaska Native / American Indian  | 3           |
| Asian / Pacific Islander         | 171         |
| Black                            | 705         |
| White                            | 3253        |
| Hispanic / Latino                | 307         |
| <b>Reason for Search?</b>        |             |
| <b>Consent</b>                   | <b>0</b>    |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 0           |
| Black                            | 0           |
| White                            | 0           |

|                                   |          |                                      |   |    |   |
|-----------------------------------|----------|--------------------------------------|---|----|---|
| Hispanic / Latino                 | 0        |                                      |   |    |   |
| <b>Contraband</b>                 | <b>0</b> |                                      |   |    |   |
| Alaska Native / American Indian   | 0        |                                      |   |    |   |
| Asian / Pacific Islander          | 0        |                                      |   |    |   |
| Black                             | 0        |                                      |   |    |   |
| White                             | 0        |                                      |   |    |   |
| Hispanic / Latino                 | 0        |                                      |   |    |   |
| <b>Probable</b>                   | <b>0</b> |                                      |   |    |   |
| Alaska Native / American Indian   | 0        |                                      |   |    |   |
| Asian / Pacific Islander          | 0        |                                      |   |    |   |
| Black                             | 0        |                                      |   |    |   |
| White                             | 0        |                                      |   |    |   |
| Hispanic / Latino                 | 0        |                                      |   |    |   |
| <b>Inventory</b>                  | <b>1</b> |                                      |   |    |   |
| Alaska Native / American Indian   | 0        |                                      |   |    |   |
| Asian / Pacific Islander          | 0        |                                      |   |    |   |
| Black                             | 1        |                                      |   |    |   |
| White                             | 0        |                                      |   |    |   |
| Hispanic / Latino                 | 0        |                                      |   |    |   |
| <b>Incident to arrest</b>         | <b>3</b> |                                      |   |    |   |
| Alaska Native / American Indian   | 0        |                                      |   |    |   |
| Asian / Pacific Islander          | 0        |                                      |   |    |   |
| Black                             | 0        |                                      |   |    |   |
| White                             | 3        |                                      |   |    |   |
| Hispanic / Latino                 | 0        |                                      |   |    |   |
| <b>Was Contraband discovered?</b> |          |                                      |   |    |   |
| <b>Yes</b>                        | <b>2</b> | Did the finding result in arrest?    |   |    |   |
|                                   |          | (total should equal previous column) |   |    |   |
| Alaska Native / American Indian   | 0        | Yes                                  | 0 | No | 0 |
| Asian / Pacific Islander          | 0        | Yes                                  | 0 | No | 0 |
| Black                             | 1        | Yes                                  | 0 | No | 1 |
| White                             | 1        | Yes                                  | 0 | No | 1 |
| Hispanic / Latino                 | 0        | Yes                                  | 0 | No | 0 |
| <b>No</b>                         | <b>2</b> |                                      |   |    |   |
| Alaska Native / American Indian   | 0        |                                      |   |    |   |
| Asian / Pacific Islander          | 0        |                                      |   |    |   |
| Black                             | 0        |                                      |   |    |   |
| White                             | 2        |                                      |   |    |   |
| Hispanic / Latino                 | 0        |                                      |   |    |   |

**Description of contraband**

|                                 |          |
|---------------------------------|----------|
| <b>Drugs</b>                    | <b>1</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 1        |
| Hispanic / Latino               | 0        |
| <b>Weapons</b>                  | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 0        |
| Hispanic / Latino               | 0        |
| <b>Currency</b>                 | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 0        |
| Hispanic / Latino               | 0        |
| <b>Alcohol</b>                  | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 0        |
| Hispanic / Latino               | 0        |
| <b>Stolen property</b>          | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 0        |
| Hispanic / Latino               | 0        |
| <b>Other</b>                    | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 1        |
| White                           | 0        |
| Hispanic / Latino               | 0        |

**Result of the stop**

|                       |           |
|-----------------------|-----------|
| <b>Verbal warning</b> | <b>71</b> |
|-----------------------|-----------|

|                                   |             |
|-----------------------------------|-------------|
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 1           |
| Black                             | 16          |
| White                             | 46          |
| Hispanic / Latino                 | 8           |
| <b>Written warning</b>            | <b>3721</b> |
| Alaska Native / American Indian   | 3           |
| Asian / Pacific Islander          | 142         |
| Black                             | 585         |
| White                             | 2763        |
| Hispanic / Latino                 | 228         |
| <b>Citation</b>                   | <b>632</b>  |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 28          |
| Black                             | 103         |
| White                             | 434         |
| Hispanic / Latino                 | 67          |
| <b>Written warning and arrest</b> | <b>4</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 0           |
| White                             | 1           |
| Hispanic / Latino                 | 3           |
| <b>Citation and arrest</b>        | <b>6</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 1           |
| White                             | 4           |
| Hispanic / Latino                 | 1           |
| <b>Arrest</b>                     | <b>9</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 1           |
| White                             | 8           |
| Hispanic / Latino                 | 0           |
| <b>Arrest based on</b>            |             |
| <b>Violation of Penal Code</b>    | <b>0</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |

|                                    |           |
|------------------------------------|-----------|
| Black                              | 0         |
| White                              | 0         |
| Hispanic / Latino                  | 0         |
| <b>Violation of Traffic Law</b>    | <b>5</b>  |
| Alaska Native / American Indian    | 0         |
| Asian / Pacific Islander           | 0         |
| Black                              | 1         |
| White                              | 3         |
| Hispanic / Latino                  | 1         |
| <b>Violation of City Ordinance</b> | <b>0</b>  |
| Alaska Native / American Indian    | 0         |
| Asian / Pacific Islander           | 0         |
| Black                              | 0         |
| White                              | 0         |
| Hispanic / Latino                  | 0         |
| <b>Outstanding Warrant</b>         | <b>14</b> |
| Alaska Native / American Indian    | 0         |
| Asian / Pacific Islander           | 0         |
| Black                              | 1         |
| White                              | 10        |
| Hispanic / Latino                  | 3         |

**Was physical force resulting in bodily injury used during stop?**

|                                       |             |
|---------------------------------------|-------------|
| <b>Yes</b>                            | <b>0</b>    |
| Alaska Native / American Indian       | 0           |
| Asian / Pacific Islander              | 0           |
| Black                                 | 0           |
| White                                 | 0           |
| Hispanic / Latino                     | 0           |
| <b>Resulting in Bodily Injury To:</b> |             |
| Suspect                               | 0           |
| Officer                               | 0           |
| Both                                  | 0           |
| <b>No</b>                             | <b>4443</b> |
| Alaska Native / American Indian       | 0           |
| Asian / Pacific Islander              | 307         |
| Black                                 | 3256        |
| White                                 | 3           |
| Hispanic / Latino                     | 4443        |

### Number of complaints of racial profiling

|                                       |   |
|---------------------------------------|---|
| Total                                 | 0 |
| Resulted in disciplinary action       | 0 |
| Did not result in disciplinary action | 0 |

### Comparative Analysis

- Use TCOLE's auto generated analysis ☒
- Use Department's submitted analysis ☐

### Optional Narrative

Pre-existing knowledge stop reason total is the result of a selective traffic enforcement agreement with CTRMA (Central Texas Regional Mobility Authority) enforcing tollway habitual violator laws as authorized by the Texas Transportation Code.

Submitted electronically to the



The Texas Commission on Law Enforcement



# Racial Profiling Analysis Report

## WILLIAMSON CO. CONST. PCT. 4

|                                    |      |        |
|------------------------------------|------|--------|
| 01. Total Traffic Stops:           | 4443 |        |
| 02. Location of Stop:              |      |        |
| a. City Street                     | 825  | 18.57% |
| b. US Highway                      | 2339 | 52.64% |
| c. County Road                     | 1126 | 25.34% |
| d. State Highway                   | 52   | 1.17%  |
| e. Private Property or Other       | 101  | 2.27%  |
| 03. Was Race known prior to Stop:  |      |        |
| a. NO                              | 4405 | 99.14% |
| b. YES                             | 38   | 0.86%  |
| 04. Race or Ethnicity:             |      |        |
| a. Alaska/ Native American/ Indian | 3    | 0.07%  |
| b. Asian/ Pacific Islander         | 171  | 3.85%  |
| c. Black                           | 706  | 15.89% |
| d. White                           | 3256 | 73.28% |
| e. Hispanic/ Latino                | 307  | 6.91%  |
| 05. Gender:                        |      |        |
| a. Female                          | 1761 | 39.64% |
| i. Alaska/ Native American/ Indian | 1    | 0.02%  |
| ii. Asian/ Pacific Islander        | 72   | 1.62%  |
| iii. Black                         | 289  | 6.50%  |
| iv. White                          | 1308 | 29.44% |
| v. Hispanic/ Latino                | 91   | 2.05%  |
| b. Male                            | 2682 | 60.36% |
| i. Alaska/ Native American/ Indian | 2    | 0.05%  |
| ii. Asian/ Pacific Islander        | 99   | 2.23%  |
| iii. Black                         | 417  | 9.39%  |
| iv. White                          | 1948 | 43.84% |
| v. Hispanic/ Latino                | 216  | 4.86%  |
| 06. Reason for Stop:               |      |        |
| a. Violation of Law                | 9    | 0.20%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 0    | 0.00%  |

# Racial Profiling Analysis Report

|                                    |      |        |
|------------------------------------|------|--------|
| iii. Black                         | 1    | 11.11% |
| iv. White                          | 7    | 77.78% |
| v. Hispanic/ Latino                | 1    | 11.11% |
| b. Pre-Existing Knowledge          | 4138 | 93.14% |
| i. Alaska/ Native American/ Indian | 3    | 0.07%  |
| ii. Asian/ Pacific Islander        | 142  | 3.43%  |
| iii. Black                         | 665  | 16.07% |
| iv. White                          | 3059 | 73.92% |
| v. Hispanic/ Latino                | 269  | 6.50%  |
| c. Moving Traffic Violation        | 245  | 5.51%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 29   | 11.84% |
| iii. Black                         | 29   | 11.84% |
| iv. White                          | 157  | 64.08% |
| v. Hispanic/ Latino                | 30   | 12.24% |
| d. Vehicle Traffic Violation       | 51   | 1.15%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 0    | 0.00%  |
| iii. Black                         | 11   | 21.57% |
| iv. White                          | 33   | 64.71% |
| v. Hispanic/ Latino                | 7    | 13.73% |
| 07. Was a Search Conducted:        |      |        |
| a. NO                              | 4439 | 99.91% |
| i. Alaska/ Native American/ Indian | 3    | 0.07%  |
| ii. Asian/ Pacific Islander        | 171  | 3.85%  |
| iii. Black                         | 705  | 15.88% |
| iv. White                          | 3253 | 73.28% |
| v. Hispanic/ Latino                | 307  | 6.92%  |
| b. YES                             | 4    | 0.09%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 0    | 0.00%  |
| iii. Black                         | 1    | 25.00% |
| iv. White                          | 3    | 75.00% |
| v. Hispanic/ Latino                | 0    | 0.00%  |
| 08. Reason for Search:             |      |        |
| a. Consent                         | 0    | 0.00%  |

# Racial Profiling Analysis Report

|                                     |   |         |
|-------------------------------------|---|---------|
| i. Alaska/ Native American/ Indian  | 0 |         |
| ii. Asian/ Pacific Islander         | 0 |         |
| iii. Black                          | 0 |         |
| iv. White                           | 0 |         |
| v. Hispanic/ Latino                 | 0 |         |
| b. Contraband in Plain View         | 0 | 0.00%   |
| i. Alaska/ Native American/ Indian  | 0 |         |
| ii. Asian/ Pacific Islander         | 0 |         |
| iii. Black                          | 0 |         |
| iv. White                           | 0 |         |
| v. Hispanic/ Latino                 | 0 |         |
| c. Probable Cause                   | 0 | 0.00%   |
| ii. Alaska/ Native American/ Indian | 0 |         |
| i. Asian/ Pacific Islander          | 0 |         |
| iii. Black                          | 0 |         |
| iv. White                           | 0 |         |
| v. Hispanic/ Latino                 | 0 |         |
| d. Inventory                        | 1 | 0.02%   |
| i. Alaska/ Native American/ Indian  | 0 | 0.00%   |
| ii. Asian/ Pacific Islander         | 0 | 0.00%   |
| iii. Black                          | 1 | 100.00% |
| iv. White                           | 0 | 0.00%   |
| v. Hispanic/ Latino                 | 0 | 0.00%   |
| e. Incident to Arrest               | 3 | 0.07%   |
| i. Alaska/ Native American/ Indian  | 0 | 0.00%   |
| ii. Asian/ Pacific Islander         | 0 | 0.00%   |
| iii. Black                          | 0 | 0.00%   |
| iv. White                           | 3 | 100.00% |
| v. Hispanic/ Latino                 | 0 | 0.00%   |
| 09. Was Contraband Discovered:      |   |         |
| YES                                 | 2 | 0.05%   |
| i. Alaska/ Native American/ Indian  | 0 | 0.00%   |
| Finding resulted in arrest - YES    | 0 |         |
| Finding resulted in arrest - NO     | 0 |         |
| ii. Asian/ Pacific Islander         | 0 | 0.00%   |
| Finding resulted in arrest - YES    | 0 |         |
| Finding resulted in arrest - NO     | 0 |         |
| iii. Black                          | 1 | 50.00%  |

# Racial Profiling Analysis Report

|                                    |   |         |
|------------------------------------|---|---------|
| Finding resulted in arrest - YES   | 0 |         |
| Finding resulted in arrest - NO    | 1 |         |
| iv. White                          | 1 | 50.00%  |
| Finding resulted in arrest - YES   | 0 |         |
| Finding resulted in arrest - NO    | 1 |         |
| v. Hispanic/ Latino                | 0 | 0.00%   |
| Finding resulted in arrest - YES   | 0 |         |
| Finding resulted in arrest - NO    | 0 |         |
| b. NO                              | 2 | 0.05%   |
| i. Alaska/ Native American/ Indian | 0 | 0.00%   |
| i. Asian/ Pacific Islander         | 0 | 0.00%   |
| iii. Black                         | 0 | 0.00%   |
| iv. White                          | 2 | 100.00% |
| v. Hispanic/ Latino                | 0 | 0.00%   |
| 10. Description of Contraband:     |   |         |
| a. Drugs                           | 1 | 0.02%   |
| i. Alaska/ Native American/ Indian | 0 | 0.00%   |
| ii. Asian/ Pacific Islander        | 0 | 0.00%   |
| iii. Black                         | 0 | 0.00%   |
| iv. White                          | 1 | 100.00% |
| v. Hispanic/ Latino                | 0 | 0.00%   |
| b. Currency                        | 0 | 0.00%   |
| i. Alaska/ Native American/ Indian | 0 |         |
| ii. Asian/ Pacific Islander        | 0 |         |
| iii. Black                         | 0 |         |
| iv. White                          | 0 |         |
| v. Hispanic/ Latino                | 0 |         |
| c. Weapons                         | 0 | 0.00%   |
| i. Alaska/ Native American/ Indian | 0 |         |
| ii. Asian/ Pacific Islander        | 0 |         |
| iii. Black                         | 0 |         |
| iv. White                          | 0 |         |
| v. Hispanic/ Latino                | 0 |         |
| d. Alcohol                         | 0 | 0.00%   |
| i. Alaska/ Native American/ Indian | 0 |         |
| ii. Asian/ Pacific Islander        | 0 |         |
| iii. Black                         | 0 |         |
| iv. White                          | 0 |         |

# Racial Profiling Analysis Report

|                                    |      |        |
|------------------------------------|------|--------|
| v. Hispanic/ Latino                | 0    |        |
| e. Stolen Property                 | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| ii. Asian/ Pacific Islander        | 0    |        |
| iii. Black                         | 0    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |
| f. Other                           | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| i. Asian/ Pacific Islander         | 0    |        |
| iii. Black                         | 1    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |
| 11. Result of Stop:                |      |        |
| a. Verbal Warning                  | 71   | 1.60%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 1    | 1.41%  |
| iii. Black                         | 16   | 22.54% |
| iv. White                          | 46   | 64.79% |
| v. Hispanic/ Latino                | 8    | 11.27% |
| b. Written Warning                 | 3721 | 83.75% |
| i. Alaska/ Native American/ Indian | 3    | 0.08%  |
| ii. Asian/ Pacific Islander        | 142  | 3.82%  |
| iii. Black                         | 585  | 15.72% |
| iv. White                          | 2763 | 74.25% |
| v. Hispanic/ Latino                | 228  | 6.13%  |
| c. Citation                        | 632  | 14.22% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 28   | 4.43%  |
| iii. Black                         | 103  | 16.30% |
| iv. White                          | 434  | 68.67% |
| v. Hispanic/ Latino                | 67   | 10.60% |
| d. Written Warning and Arrest      | 4    | 0.09%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 0    | 0.00%  |
| iii. Black                         | 0    | 0.00%  |
| iv. White                          | 1    | 25.00% |
| v. Hispanic/ Latino                | 3    | 75.00% |

# Racial Profiling Analysis Report

|                                    |    |        |
|------------------------------------|----|--------|
| e. Citation and Arrest             | 6  | 0.14%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 1  | 16.67% |
| iv. White                          | 4  | 66.67% |
| v. Hispanic/ Latino                | 1  | 16.67% |
| f. Arrest                          | 9  | 0.20%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 1  | 11.11% |
| iv. White                          | 8  | 88.89% |
| v. Hispanic/ Latino                | 0  | 0.00%  |
| 12. Arrest Based On:               |    |        |
| a. Violation of Penal Code         | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| b. Violation of Traffic Law        | 5  | 0.11%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 1  | 20.00% |
| iv. White                          | 3  | 60.00% |
| v. Hispanic/ Latino                | 1  | 20.00% |
| c. Violation of City Ordinance     | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| d. Outstanding Warrant             | 14 | 0.32%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 1  | 7.14%  |
| iv. White                          | 10 | 71.43% |
| v. Hispanic/ Latino                | 3  | 21.43% |

# Racial Profiling Analysis Report

13. Was Physical Force Used:

|                                                                |      |         |
|----------------------------------------------------------------|------|---------|
| a. NO                                                          | 4443 | 100.00% |
| i. Alaska/ Native American/ Indian                             | 4443 | 100.00% |
| ii. Asian/ Pacific Islander                                    | 3256 | 73.28%  |
| iii. Black                                                     | 171  | 3.85%   |
| iv. White                                                      | 307  | 6.91%   |
| v. Hispanic/ Latino                                            | 3    | 0.07%   |
| b. YES                                                         | 0    | 0.00%   |
| i. Alaska/ Native American/ Indian                             | 0    |         |
| ii. Asian/ Pacific Islander                                    | 0    |         |
| iii. Black                                                     | 0    |         |
| iv. White                                                      | 0    |         |
| v. Hispanic/ Latino                                            | 0    |         |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0    |         |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0    |         |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both    | 0    |         |

|                                                           |   |
|-----------------------------------------------------------|---|
| 14. Total Number of Racial Profiling Complaints Received: | 0 |
|-----------------------------------------------------------|---|

REPORT DATE COMPILED 01/24/2025

**Commissioners Court - Regular Session****11.****Meeting Date:** 02/04/2025

Asset for Auction

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 01/01/2025 through 01/27/2025.

**Background**

Please see the attached for details

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Jan Asset for Auction Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 04:50 PM

01/30/2025 08:45 AM

Started On: 01/23/2025 10:56 AM



Jan-25 Monthly Report

Court Date:

2/4/2025

**Williamson County - Assets for Auction**

Agenda #:

36043

| Item                                 | Serial Number | Quantity | Department             |
|--------------------------------------|---------------|----------|------------------------|
| Dell 22 inch Monitors without stands | N/A           | 20       | 911 Communications     |
| Dell Latitude 5401                   | DMV4Z4Y2      | 1        | Commissioner 4 - admin |
| under desk foot rest                 | na            | 1        | Commissioners Court    |
| small bookcase in box                | na            | 1        | Commissioners Court    |
| wooden desk return                   |               | 1        | County Attorney        |
| brown wooden desk                    |               | 2        | County Attorney        |
| brown wooden credenza and hutch      |               | 1        | County Attorney        |
| mahogany desk                        |               | 1        | County Attorney        |
| HP Laserjet 4700n                    | JPRLB41111    | 1        | County Clerk           |
| Dell Precision M4800 laptop Computer | 3JX0N12       | 1        | County Clerk           |
| Dell Precision M4800 laptop Computer | 6GX0N12       | 1        | County Clerk           |
| Dell Precision M4800 laptop Computer | CGX0N12       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | H0THLR2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM113W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM1Y2W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM123W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | B8SRJK2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM103W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM201W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | 59QQWK2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | H0FGLR2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM1Z2W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | CVHJR2        | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM1W2W2       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | 8C49X52       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | 8C4CX52       | 1        | County Clerk           |
| Dell Optiplex Destop Computer        | GM213W2       | 1        | County Clerk           |

|                                     |              |        |    |                     |
|-------------------------------------|--------------|--------|----|---------------------|
| Dell Optiplex Destop Computer       | GM0Y2W2      |        | 1  | County Clerk        |
| Dell Optiplex Destop Computer       | GM0W2W2      |        | 1  | County Clerk        |
| Dell Optiplex Destop Computer       | F06DPZ3      |        | 1  | County Clerk        |
| Fujitsu fi-5100C                    |              | 522954 | 1  | County Clerk        |
| Fujitsu fi-5100C                    |              | 522957 | 1  | County Clerk        |
| Fujitsu fi-5100C                    |              | 525731 | 1  | County Clerk        |
| Fujitsu fi-5100C                    |              | 525735 | 1  | County Clerk        |
| fujitsu-fi-6110                     |              | 12509  | 1  | County Clerk        |
| Fujitsu-fi-6110                     |              | 12511  | 1  | County Clerk        |
| fijutsu-fi-6110                     |              | 12515  | 1  | County Clerk        |
| fijutsu-fi-6110                     |              | 12817  | 1  | County Clerk        |
| fujitsu-fi-6110                     |              | 12823  | 1  | County Clerk        |
| fujitsu-fi-6110                     |              | 12833  | 1  | County Clerk        |
| fijutsu-fi-6110                     |              | 27524  | 1  | County Clerk        |
| fujitsu-fi-6110                     |              | 27533  | 1  | County Clerk        |
| fujitsu-fi-6110                     |              | 515944 | 1  | County Clerk        |
| fujitsu-fi-6110                     | ARCHA08269   |        | 1  | County Clerk        |
| Fujitsu S1500                       |              | 91700  | 1  | County Clerk        |
| Fujitsu S1500                       |              | 91706  | 1  | County Clerk        |
| Panasonic KV-S1045C                 | B4136RF2745  |        | 1  | County Clerk        |
| Panasonic KV-S1045C                 | B4136RF2796  |        | 1  | County Clerk        |
| Dell Laptop power Adapter 130W      |              |        | 17 | District Attorney   |
| Dell Lapter power adapter 90W       |              |        | 5  | District Attorney   |
| Dell Laptop Power Adapter 65W       |              |        | 10 | District Attorney   |
| Dell WD15 Docks                     | x            | x      |    | District Attorney   |
| DYNX 55" w Large metal wall bracket | DX56L150A11  |        | 1  | Emergency Mangement |
| in car light bar                    | na           |        | 1  | Emergency Mangement |
| MCT Ram mount parts w/misc parts    | na           |        | 2  | Emergency Mangement |
| Logitech keyboards wireless         | na           |        | 5  | Emergency Mangement |
| Redphone IP phone                   | 0004F2B3E11E |        | 1  | Emergency Mangement |
| IP phones make unknown              | MO9511K0258  |        | 1  | Emergency Mangement |

|                                                |                 |    |                     |
|------------------------------------------------|-----------------|----|---------------------|
| IP phones make unknown                         | MO9511K0261     | 1  | Emergency Mangement |
| misc shelf parts                               | na              | 2  | Emergency Mangement |
| Motorola hand mic                              |                 | 1  | Emergency Mangement |
| Motorola command mic (headset) & jawbone mic   |                 | 2  | Emergency Mangement |
| Command Board Travel set                       |                 | 4  | Emergency Mangement |
| Remotes Sharp & LG                             |                 | 4  | Emergency Mangement |
| wall port covers                               |                 | 3  | Emergency Mangement |
| Wireless handmics from AV upgrade Sennheiser   |                 | 10 | Emergency Mangement |
| Audio Technica model AT871UG Room ric          |                 | 1  | Emergency Mangement |
| Optima Shelf (Newin box)                       |                 | 1  | Emergency Mangement |
| SenturySafe - Safe (coode Unknown)             | X1251181501534A | 1  | Emergency Mangement |
| Metal Drawer w/metal componets                 |                 | 1  | Emergency Mangement |
| APC UPS                                        | BN650M1         | 1  | Emergency Mangement |
| Desk or cubicle legs                           |                 | 3  | Emergency Mangement |
| Plastic storage bin                            |                 | 1  | Emergency Mangement |
| 2013 Chevy 2500 Front seat middle seat/console |                 | 1  | Emergency Mangement |
| vase                                           |                 | 1  | Emergency Mangement |
| Monitor Stands - dell                          |                 | 2  | Emergency Mangement |
| Tatical Molle bag                              |                 | 1  | Emergency Mangement |
| WCCTV parts (Converter and Cables)             |                 | 1  | Emergency Mangement |
| Corded mouse                                   |                 | 5  | Emergency Mangement |
| box of assorted cables/cords                   |                 | 1  | Emergency Mangement |
| Polycomm phone                                 | 2778138999      | 1  | Emergency Mangement |
| Garmin GPS Drivesmart 60MLT                    | 4G8042501       | 1  | Emergency Mangement |
| Wheels for rolling cart set of 4               |                 | 1  | Emergency Mangement |
| Running Boards                                 | Unknown         | 6  | Fleet               |
| Diesel Tank                                    | Unknown         | 1  | Fleet               |
| Lift gate                                      | Unknown         | 1  | Fleet               |
| Tool Box                                       | Unknown         | 1  | Fleet               |
| Barrels                                        | Unknown         | 24 | Fleet               |
| Leer 8' reuck cap                              | Unknown         | 1  | Fleet               |

|                                             |               |          |   |                     |
|---------------------------------------------|---------------|----------|---|---------------------|
| CargoGlide sliding truck bed cargo tray     | Unknown       |          | 1 | fleet               |
| 2021, Dell Latitude 5221 Laptop             | 683XSG3       |          | 1 | Human Resources     |
| Dell Latitude 5320 2-in1 Laptop             | 3L4T963       |          | 1 | Human Resources     |
| Dell Laptops Latitude E6520                 | 4Z4T5R1       |          | 1 | Information Systems |
| Dell Laptops XPS L702X                      | 0KXGVD        |          | 1 | Information Systems |
| Dell Laptops 5310                           | 94g6wz2       |          | 1 | Information Systems |
| Dell Laptops 5310                           | 47mh103       |          | 1 | Information Systems |
| Dell Laptops 3500                           | fnx2mw2       |          | 1 | Information Systems |
| Dell Laptops 3500                           | 9qx2mw2       |          | 1 | Information Systems |
| HP 15-ay009dx laptop wilco tage 13957       | CND639XX9     |          | 1 | Information Systems |
| AV Control system Creston 3 Series          | 2025JBH19780  |          | 1 | Information Systems |
| AV Control system Creston 3 Series          | 1824JBH10471  |          | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9547807  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 11462706 | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9526308  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9526319  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9526310  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9547808  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9547804  | 1 | Information Systems |
| Creston MM-DE-12                            |               | 9526316  | 1 | Information Systems |
| Contemporary Research QMOD-HDMI 2           | NA            |          | 1 | Information Systems |
| HDTV Tuner Contemporary Research 232-ATSC+1 | NA            |          | 9 | Information Systems |
| PoE Switch Trendnet TPE-S160                | ET1250S600040 |          | 1 | Information Systems |
| PoE Switch Trendnet TPE-S160                | ET1245S600005 |          | 1 | Information Systems |
| PoE Switch Trendnet TPE-S160                | ET1245S600001 |          | 1 | Information Systems |
| Creston TSW-760                             | 2046JBH05886  |          | 1 | Information Systems |
| Wohler Technologies                         | NA            |          | 1 | Information Systems |
| Misc cables and metal brackets              | na            | 6 boxes  |   | Information Systems |
| Fujitsu fi-6130z Wilco#1165                 |               | 648266   | 1 | Information Systems |
| Dell Optiplex 7040 Wilco #13255             | GQ9TP52       |          | 1 | Information Systems |
| Dell OptiPlex 9020 Wilco #1838              | 2D5Z842       |          | 1 | Information Systems |

|                                |                                        |   |                     |
|--------------------------------|----------------------------------------|---|---------------------|
| Dell OptiPlex 7050 Wilco#10077 | 7J5T0Q2                                | 1 | Information Systems |
| Panasonic wired wall cameras   | na                                     | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85435                             | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85395                             | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85388                             | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85447                             | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85407                             | 1 | Information Systems |
| Panasonic CF-33AL-00VM         | 9FTTC85398                             | 1 | Information Systems |
| Panasonic CF-33LE-02VM         | 8HTTA41921                             | 1 | Information Systems |
| Panasonic CF-33LE-02VM         | 8HTTA42307                             | 1 | Information Systems |
| Panasonic CF-33LE-06VM         | 8HTTA41971                             | 1 | Information Systems |
| Panasonic CF-33LE-06VM         | 7KTTA13466                             | 1 | Information Systems |
| Panasonic CF-33LE-06VM         | 7KTTA13291                             | 1 | Information Systems |
| Panasonic CF-33LE-06VM         | 8HTTA41898                             | 1 | Information Systems |
| Panasonic CF-33LE-12VM         | 8GTTA38004                             | 1 | Information Systems |
| Panasonic CF-33LE-34VM         | 0DTTC35422                             | 1 | Information Systems |
| Panasonic CF-33LE-34VM         | 0DTTC34452                             | 1 | Information Systems |
| Panasonic CF-54F5-01VM         | 8LTTC91109                             | 1 | Information Systems |
| Panasonic CF-33                | na                                     | 1 | Information Systems |
| Panasonic CF-33                | na                                     | 1 | Information Systems |
| Panasonic CF-33                | na                                     | 1 | Information Systems |
| Panasonic CF-33                | na                                     | 1 | Information Systems |
| Panasonic CF-33                | na                                     | 1 | Information Systems |
| Black rolling Desk Chair       |                                        | 8 | Justice of Peace 2  |
| Black rolling tall desk chair  |                                        | 1 | Justice of Peace 2  |
| Maroon rolling desk chair      |                                        | 1 | Justice of Peace 2  |
| Versa Desk Table Riser         |                                        | 1 | Justice of Peace 2  |
| Miscellaneous Office Supplies  |                                        | 6 | Justice of Peace 2  |
| Learniture Metal Wall Locker   | 12" Wide Double Tier-3 Wide, 5 Ft High | 6 | Juvenile Services   |
| Learniture Metal Wall Locker   | 12" Wide Double Tier - Single wide     | 1 | Juvenile Services   |

|                                                          |              |             |    |                   |
|----------------------------------------------------------|--------------|-------------|----|-------------------|
| Dell Latitude 5511                                       | 9HDD1F3      |             | 1  | Juvenile Services |
| Dell Latitude E5430                                      | E5430        |             | 1  | Juvenile Services |
| Dell Latitude E7450                                      | 29M8Q92      |             | 1  | Juvenile Services |
| HP Laptop 14-cf006dx                                     | 5cg9286sto   |             | 1  | Juvenile Services |
| Kodak Scanner i3500                                      |              | 60884313    | 1  | Juvenile Services |
| Dell Optiplex 7480 AIO                                   | HBX0773      |             | 1  | Juvenile Services |
| Dell Optiplex 7490 AIO                                   | FWZ7WM3      |             | 1  | Juvenile Services |
| Dell Optiplex 7440 AIO                                   | D50G182      |             | 1  | Juvenile Services |
| CISCO Phone CP3905                                       | FCH2238EXVU  |             | 1  | Juvenile Services |
| lobby chairs                                             | na           |             | 24 | Juvenile Services |
| Lobby Tables                                             | na           |             | 10 | Juvenile Services |
| Optiplex 7070                                            | G9034Z2      |             | 1  | Magistrate Office |
| Deep Fryer                                               | G16DB027514  |             | 1  | Parks             |
| 2018, Echo,SRM265T,weed eater                            |              | 5.73511E+11 | 1  | Parks             |
| 2015,stihl,MS352C,Chainsaw                               |              | 504078843   | 1  | Parks             |
| 2012,Stihl,MS460C,Chainsaw                               |              | 175379263   | 1  | Parks             |
| 2018,Echo,SRM265T,Weedeater                              | S73511028994 |             | 1  | Parks             |
| Husqvarna 536LiPT5                                       | Asset 13367  |             | 1  | Parks             |
| HP Laser Jet 600 M601                                    | CNCCF95048   |             | 1  | Sheriffs Office   |
| Espon C423A                                              | PKFY162059   |             | 1  | Sheriffs Office   |
| HP Envy 7640                                             | TH6CM4T0CF   |             | 1  | Sheriffs Office   |
| HP LaserJet Pro MFP M477FDN                              | VNBKLBKCRN   |             | 1  | Sheriffs Office   |
| Combi oven                                               | 54-1083502   |             | 1  | Sheriffs Office   |
| Vulcan Oven, VC4GD-SEFCAU5                               |              | 481912737   | 1  | Sheriffs Office   |
| Vulcan Oven, VC4GD-SEFCAU5                               |              | 481913502   | 1  | Sheriffs Office   |
| Dell Laptop                                              | WC#13395     |             | 1  | Sheriffs Office   |
| Camp Device with Cord                                    |              |             | 1  | Sheriffs Office   |
| Bluetooth earbuds freelink with one clicker, 2 receivers |              |             | 3  | Sheriffs Office   |
| Drop cameras with cables                                 |              |             | 2  | Sheriffs Office   |
| Power Converter Motorola                                 | AA19920      |             | 1  | Sheriffs Office   |
| Cassil Radio                                             | 2037863B     |             | 1  | Sheriffs Office   |

|                                             |              |    |                      |
|---------------------------------------------|--------------|----|----------------------|
| Black task chair                            |              | 1  | Sheriffs Office      |
| Dell Latitude 5511                          | FNPMR73      | 1  | Sheriffs Office      |
| Dell Latitude 5511                          | JOK9S73      | 1  | Sheriffs Office      |
| Dell Latitude 5511                          | B6K9S73      | 1  | Sheriffs Office      |
| Dell Latitude 5511                          | 1BRZR73      | 1  | Sheriffs Office      |
| wooden (small) file cabinet                 |              | 1  | Sheriffs Office      |
| Varidesk                                    |              | 1  | Sheriffs Office      |
| Cisco phone                                 |              | 1  | Sheriffs Office      |
| Dell Optiplex 7450 AIO                      | 9Q93C02      | 1  | Sheriffs Office      |
| Dell Optiplex 7450 AIO                      | 25S1C02      | 1  | Sheriffs Office      |
| Dell Latitude 5590                          | 4S5VMQ2      | 1  | Sheriffs Office      |
| Dell Latitude 5590                          | FBFWMQ2      | 1  | Sheriffs Office      |
| Dell Monitor E2014Hf                        | 51P-D40L     | 1  | Sheriffs Office      |
| Dell Monitor P1913t                         | 4C4-AKGM     | 1  | Sheriffs Office      |
| Dell Monitor Stand                          | NA           | 2  | Sheriffs Office      |
| Black metal 4 drawer filing cabinet         |              | 1  | Sheriffs Office      |
| SCBA Tanks                                  | MSA          | 22 | Sheriffs Office      |
| SCBA Backpacks                              | MSA          | 7  | Sheriffs Office      |
| Fire King 4 Drawer Filing Cabinet           | NA           | 1  | Unified Road Systems |
| 2021 Malin Model 6210 Walkie Straddle Truck | 621-21-15899 | 1  | Unified Road Systems |
| echo Weed eater                             | T42512021757 | 1  | Unified Road Systems |
| Echo Weed Eater                             | T42512009973 | 1  | Unified Road Systems |
| Eco Weed Eatere                             | T42512051827 | 1  | Unified Road Systems |
| Stihl Chainsaw                              | 247850465    | 1  | Unified Road Systems |
| Echo Black Pack Blower                      | P03812024117 | 1  | Unified Road Systems |

# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\jeff.spencer@wilco.org - 21-08-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 20                                                    |
| 1. Description:                                                     | Dell 22 inch monitors without stands                  |
| 1. Manufacturer ID #:                                               | N/A (not in Oracle)                                   |
| 1. Oracle Asset #:                                                  | item not tracked in oracle                            |
| 1. Condition of Assets:                                             | Unknown                                               |
| Transferring Dept.:                                                 | 911 Communications                                    |
| Transferring Dept. Contact Person                                   | Jeff Spencer                                          |
| Transferring Dept. Contact Ph#:                                     | 3-1390                                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Kate Wolf 8/21/2024 11:03 AM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                     |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                     |
| Purchasing Final Determination                                      | Auction                                               |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36043                                                 |
| Asset(s) delivered to warehouse on:                                 | 8/22/2024                                             |
| Delivered to warehouse by:                                          | Brian Kammerer                                        |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f]membership]tammy.hudson@wilco.org - 03-09-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 8                                                     |
| 1. Description:                                                     | Black Rolling Desk Chairs                             |
| 1. Oracle Asset #:                                                  | Not tracked in oracle                                 |
| 1. Condition of Assets:                                             | Working                                               |
| 2. Quantity (Mandatory)::                                           | 1                                                     |
| 2. Description:                                                     | Black Rolling Tall Desk Chair                         |
| 2. Oracle Asset #:                                                  | Not tracked in oracle                                 |
| 2. Condition of Assets:                                             | Non-Working                                           |
| 3. Quantity (Mandatory):                                            | 1                                                     |
| 3. Description:                                                     | Maroon Rolling Desk Chair                             |
| 3. Oracle Asset #:                                                  | Not tracked in oracle                                 |
| 3. Condition of Assets:                                             | Working                                               |
| 4. Quantity (Mandatory):                                            | 1                                                     |
| 4. Description:                                                     | Versa Desk Table Riser                                |
| 4. Oracle Asset #:                                                  | Not tracked in oracle                                 |
| 4. Condition of Assets:                                             | Working                                               |
| 5. Quantity (Mandatory):                                            | 6                                                     |
| 5. Description                                                      | Miscellaneous Office Supplies                         |
| 5. Oracle Asset #                                                   | Not tracked in oracle                                 |
| 5. Condition of Assets                                              | Non-Working                                           |
| Transferring Dept.:                                                 | Justice of the Peace 2                                |
| Transferring Dept. Contact Person                                   | Tammy Hudson                                          |
| Transferring Dept. Contact Ph#:                                     | 512-260-4253                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔️ Melissa East 9/4/2024 8:09 AM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                                     |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ❌                                                     |
| Purchasing Final Determination                                      | Auction                                               |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36043                                                 |
| Asset(s) delivered to warehouse on:                                 | 10/10/2024                                            |

|                            |                |
|----------------------------|----------------|
| Delivered to warehouse by: | Brian Kammerer |
|----------------------------|----------------|

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                            |
|---------------------------------------------------------------------|------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]starlahall@wilco.org - 07-10-2024        |
| Disposal Method:                                                    | SALE at the earliest auction                               |
| Item(s) Category:                                                   | Other                                                      |
| 1. Quantity (Mandatory):                                            | 1                                                          |
| 1. Description:                                                     | Camp Device with Cord                                      |
| 1. Oracle Asset #:                                                  | Do not track in Oracle                                     |
| 1. Condition of Assets:                                             | Unknown                                                    |
| 2. Quantity (Mandatory)::                                           | 3                                                          |
| 2. Description:                                                     | 3 Bluetooth earbuds Freelink with one clicker, 2 receivers |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                     |
| 2. Condition of Assets:                                             | Unknown                                                    |
| 3. Quantity (Mandatory):                                            | 2                                                          |
| 3. Description:                                                     | 2 Drop cameras with cables                                 |
| 3. Oracle Asset #:                                                  | Do not track in Oracle                                     |
| 3. Condition of Assets:                                             | Unknown                                                    |
| 4. Quantity (Mandatory):                                            | 1                                                          |
| 4. Description:                                                     | Power Converter Motorola                                   |
| 4. Manufacturer ID #:                                               | AA19920                                                    |
| 4. Oracle Asset #:                                                  | N/A                                                        |
| 4. Condition of Assets:                                             | Unknown                                                    |
| 5. Quantity (Mandatory):                                            | 1                                                          |
| 5. Description                                                      | Cassil radio                                               |
| 5. Manufacturer ID #                                                | 2037863B                                                   |
| 5. Oracle Asset #                                                   | N/A                                                        |
| 5. Condition of Assets                                              | Unknown                                                    |
| Transferring Dept.:                                                 | Sheriff's Office                                           |
| Transferring Dept. Contact Person                                   | Starla Hall                                                |
| Transferring Dept. Contact Ph#:                                     | 512-943-5270                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ James D. Carmona 10/8/2024 11:38 AM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                          |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                          |
| Purchasing Final Determination                                      | Auction                                                    |
| Court Date:                                                         | 2/4/2025                                                   |

|                                     |                |
|-------------------------------------|----------------|
| Agenda Item:                        | 36043          |
| Asset(s) delivered to warehouse on: | 10/8/2024      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Title:                                                              | i:0#.f[membership]slloyd@wilco.org - 11-09-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                    |
| Item(s) Category:                                                   | Other                                           |
| 1. Quantity (Mandatory):                                            | 2                                               |
| 1. Description:                                                     | Brown Wooden desk                               |
| 1. Oracle Asset #:                                                  | N/A                                             |
| 1. Condition of Assets:                                             | Working                                         |
| 2. Quantity (Mandatory)::                                           | 1                                               |
| 2. Description:                                                     | Brown Wooden Credenza and Hutch                 |
| 2. Oracle Asset #:                                                  | N/A                                             |
| 2. Condition of Assets:                                             | Working                                         |
| 3. Quantity (Mandatory):                                            | 1                                               |
| 3. Description:                                                     | Mahogany desk                                   |
| 3. Oracle Asset #:                                                  | 29748                                           |
| 3. Condition of Assets:                                             | Working                                         |
| Transferring Dept.:                                                 | County Attorney                                 |
| Transferring Dept. Contact Person                                   | Stephanie Lloyd                                 |
| Transferring Dept. Contact Ph#:                                     | 512-943-1116                                    |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 9/11/2024 8:32 PM 1.0         |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                               |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                               |
| Purchasing Final Determination                                      | Auction                                         |
| Court Date:                                                         | 2/4/2025                                        |
| Agenda Item:                                                        | 36043                                           |
| Asset(s) delivered to warehouse on:                                 | 9/12/2024                                       |
| Delivered to warehouse by:                                          | Brian Kammerer                                  |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\sarina.gonzalez@wilco.org - 24-09-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 34                                                       |
| 1. Description:                                                     | See attached list                                        |
| 1. Manufacturer ID #:                                               | See attached list                                        |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 2                                                        |
| 2. Description:                                                     | See attached list                                        |
| 2. Manufacturer ID #:                                               | see attached list                                        |
| 2. Condition of Assets:                                             | Working                                                  |
| Transferring Dept.:                                                 | Fleet Services                                           |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Kevin Teller 9/24/2024 2:04 PM                         |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 12/2/2024                                                |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f\membership\mjohnson@wilco.org - 26-09-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | Black task chair                                  |
| 1. Oracle Asset #:                                                  | Not tracked in oracle                             |
| 1. Condition of Assets:                                             | Non-Working                                       |
| 2. Quantity (Mandatory)::                                           | 1                                                 |
| 2. Description:                                                     | Dell Latitude 5511                                |
| 2. Manufacturer ID #:                                               | FNPMR73                                           |
| 2. Oracle Asset #:                                                  | N/A                                               |
| 2. Condition of Assets:                                             | Working                                           |
| 3. Quantity (Mandatory):                                            | 1                                                 |
| 3. Description:                                                     | Dell Latitude 5511                                |
| 3. Manufacturer ID #:                                               | JOK9S73                                           |
| 3. Oracle Asset #:                                                  | N/A                                               |
| 3. Condition of Assets:                                             | Working                                           |
| 4. Quantity (Mandatory):                                            | 1                                                 |
| 4. Description:                                                     | Dell Latitude 5511                                |
| 4. Manufacturer ID #:                                               | B6K9S73                                           |
| 4. Oracle Asset #:                                                  | N/A                                               |
| 4. Condition of Assets:                                             | Working                                           |
| 5. Quantity (Mandatory):                                            | 1                                                 |
| 5. Description                                                      | Dell Latitude 5511                                |
| 5. Manufacturer ID #                                                | 1BRZR73                                           |
| 5. Oracle Asset #                                                   | 251661                                            |
| 5. Condition of Assets                                              | Working                                           |
| Transferring Dept.:                                                 | Sheriff's Office                                  |
| Transferring Dept. Contact Person                                   | Mary Johnson                                      |
| Transferring Dept. Contact Ph#:                                     | 512-943-1313                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 9/26/2024 9:03 AM                  |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                 |

|                                     |                |
|-------------------------------------|----------------|
| Purchasing Final Determination      | Auction        |
| Court Date:                         | 2/4/2025       |
| Agenda Item:                        | 36043          |
| Asset(s) delivered to warehouse on: | 9/30/2024      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**



# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f\membership\rclemons@wilco.org - 09-10-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | under desk foot rest                              |
| 1. Manufacturer ID #:                                               | n/a                                               |
| 1. Oracle Asset #:                                                  | Not tracked in oracle                             |
| 1. Condition of Assets:                                             | Working                                           |
| 2. Quantity (Mandatory)::                                           | 1                                                 |
| 2. Description:                                                     | small bookcase in box                             |
| 2. Manufacturer ID #:                                               | n/a                                               |
| 2. Oracle Asset #:                                                  | Not tracked in oracle                             |
| 2. Condition of Assets:                                             | Unknown                                           |
| Transferring Dept.:                                                 | Commissioners Court                               |
| Transferring Dept. Contact Person                                   | Rebecca Clemons                                   |
| Transferring Dept. Contact Ph#:                                     | 512 943 1671                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Rebecca Clemons 10/9/2024 2:32 PM 1.0           |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ❌                                                 |
| Purchasing Final Determination                                      | Auction                                           |
| Court Date:                                                         | 2/4/2025                                          |
| Agenda Item:                                                        | 36043                                             |
| Asset(s) delivered to warehouse on:                                 | 10/10/2024                                        |
| Delivered to warehouse by:                                          | Brian Kammerer                                    |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                |
|---------------------------------------------------------------------|------------------------------------------------|
| Title:                                                              | i:0#.f\membership\white@wilco.org - 28-10-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                   |
| Item(s) Category:                                                   | Other                                          |
| 1. Quantity (Mandatory):                                            | 1                                              |
| 1. Description:                                                     | Dell laptop                                    |
| 1. Manufacturer ID #:                                               | WC#13395                                       |
| 1. Condition of Assets:                                             | Working                                        |
| Transferring Dept.:                                                 | Sheriff's Office                               |
| Transferring Dept. Contact Person                                   | Danielle White                                 |
| Transferring Dept. Contact Ph#:                                     | 5129431324                                     |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 11/12/2024 1:53 PM              |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                              |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                              |
| Purchasing Final Determination                                      | Auction                                        |
| Court Date:                                                         | 2/4/2025                                       |
| Agenda Item:                                                        | 36043                                          |
| Asset(s) delivered to warehouse on:                                 | 10/28/2024                                     |
| Delivered to warehouse by:                                          | Brian Kammerer                                 |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                      |
|---------------------------------------------------------------------|------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]noah.irving@wilco.org - 07-11-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                         |
| Item(s) Category:                                                   | Other                                                |
| 1. Quantity (Mandatory):                                            | 1                                                    |
| 1. Description:                                                     | Combi Oven                                           |
| 1. Manufacturer ID #:                                               | 54-1083502                                           |
| 1. Condition of Assets:                                             | Unknown                                              |
| 2. Quantity (Mandatory)::                                           | 1                                                    |
| 2. Description:                                                     | Vulcan Oven, VC4GD-SEFCAU5                           |
| 2. Manufacturer ID #:                                               | 481912737                                            |
| 2. Condition of Assets:                                             | Non-Working                                          |
| 3. Quantity (Mandatory):                                            | 1                                                    |
| 3. Description:                                                     | Vulcan Oven, VC4GD-SEFCAU5                           |
| 3. Manufacturer ID #:                                               | 481913502                                            |
| 3. Condition of Assets:                                             | Non-Working                                          |
| Transferring Dept.:                                                 | Sheriff's Office                                     |
| Transferring Dept. Contact Person                                   | Jeff Pearson                                         |
| Transferring Dept. Contact Ph#:                                     | 512-943-1689                                         |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 11/12/2024 1:55 PM                    |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                    |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                    |
| Purchasing Final Determination                                      | Auction                                              |
| Court Date:                                                         | 2/4/2025                                             |
| Agenda Item:                                                        | 36043                                                |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f[membership mjohnson@wilco.org - 14-11-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | 1 wooden (small) file cabinet                     |
| 1. Oracle Asset #:                                                  | N/A                                               |
| 1. Condition of Assets:                                             | Working                                           |
| 2. Quantity (Mandatory)::                                           | 1                                                 |
| 2. Description:                                                     | Varidesk                                          |
| 2. Oracle Asset #:                                                  | N/A                                               |
| 2. Condition of Assets:                                             | Working                                           |
| 3. Quantity (Mandatory):                                            | 1                                                 |
| 3. Description:                                                     | Cisco phone                                       |
| 3. Oracle Asset #:                                                  | N/A                                               |
| 3. Condition of Assets:                                             | Non-Working                                       |
| Transferring Dept.:                                                 | Sheriff's Office                                  |
| Transferring Dept. Contact Person                                   | Mary Johnson                                      |
| Transferring Dept. Contact Ph#:                                     | 512-943-1313                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/2/2024 1:49 PM                  |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                 |
| Purchasing Final Determination                                      | Auction                                           |
| Court Date:                                                         | 2/4/2025                                          |
| Agenda Item:                                                        | 36043                                             |
| Asset(s) delivered to warehouse on:                                 | 11/25/2024                                        |
| Delivered to warehouse by:                                          | Brian Kammerer                                    |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                                                                                                                 |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\bweems@wilco.org - 15-11-2024                                                                                                 |
| Disposal Method:                                                    | SALE at the earliest auction                                                                                                                    |
| Item(s) Category:                                                   | Other                                                                                                                                           |
| 1. Quantity (Mandatory):                                            | 1                                                                                                                                               |
| 1. Description:                                                     | HP Laserjet 4700n                                                                                                                               |
| 1. Manufacturer ID #:                                               | JPRLB41111                                                                                                                                      |
| 1. Oracle Asset #:                                                  | 43529                                                                                                                                           |
| 1. Condition of Assets:                                             | Working                                                                                                                                         |
| 2. Quantity (Mandatory)::                                           | 3                                                                                                                                               |
| 2. Description:                                                     | Dell Precision M4800 Laptop Computer                                                                                                            |
| 2. Manufacturer ID #:                                               | 3JX0N12 6GX0N12 CGX0N12                                                                                                                         |
| 2. Oracle Asset #:                                                  | 114289, 114290, 114291                                                                                                                          |
| 2. Condition of Assets:                                             | Working                                                                                                                                         |
| 3. Quantity (Mandatory):                                            | 18                                                                                                                                              |
| 3. Description:                                                     | Dell Optiplex Desktop Computer                                                                                                                  |
| 3. Manufacturer ID #:                                               | H0THLR2 GM113W2 GM1Y2W2 GM123W2 B8SRJK2 GM103W2 GM203W2 59QQWK2 H0FGLR2 GM1Z2W2 CVHJLR2 GM1W2W2 8C49X52 8C4CX52 GM213W2 GM0Y2W2 GM0W2W2 F06DPZ3 |
| 3. Condition of Assets:                                             | Working                                                                                                                                         |
| Transferring Dept.:                                                 | County Clerk                                                                                                                                    |
| Transferring Dept. Contact Person                                   | Bradley Weems                                                                                                                                   |
| Transferring Dept. Contact Ph#:                                     | 512-943-1151                                                                                                                                    |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Nancy E Rister 12/3/2024 10:02 AM                                                                                                             |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                                                                                                               |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                                                                                                               |
| Purchasing Final Determination                                      | Auction                                                                                                                                         |
| Court Date:                                                         | 2/4/2025                                                                                                                                        |
| Agenda Item:                                                        | 36043                                                                                                                                           |
| Asset(s) delivered to warehouse on:                                 | 12/3/2024                                                                                                                                       |
| Delivered to warehouse by:                                          | Brian Kammerer                                                                                                                                  |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                      |
|---------------------------------------------------------------------|------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\noah.irving@wilco.org - 18-11-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                         |
| Item(s) Category:                                                   | Other                                                |
| 1. Quantity (Mandatory):                                            | 22                                                   |
| 1. Description:                                                     | SCBA Tanks                                           |
| 1. Manufacturer ID #:                                               | MSA                                                  |
| 1. Condition of Assets:                                             | Working                                              |
| 2. Quantity (Mandatory)::                                           | 7                                                    |
| 2. Description:                                                     | SCBA Backpacks                                       |
| 2. Manufacturer ID #:                                               | MSA                                                  |
| 2. Condition of Assets:                                             | Working                                              |
| Transferring Dept.:                                                 | Sheriff's Office                                     |
| Transferring Dept. Contact Person                                   | Noah Irving                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-5223                                         |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/2/2024 1:49 PM                     |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                    |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                    |
| Purchasing Final Determination                                      | Auction                                              |
| Court Date:                                                         | 2/4/2025                                             |
| Agenda Item:                                                        | 36043                                                |
| Asset(s) delivered to warehouse on:                                 | 12/3/2024                                            |
| Delivered to warehouse by:                                          | Brian Kammerer                                       |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                        |
|---------------------------------------------------------------------|--------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]andy.bowerman@wilco.org - 25-11-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                           |
| Item(s) Category:                                                   | Other                                                  |
| 1. Quantity (Mandatory):                                            | 1                                                      |
| 1. Description:                                                     | 2018,Echo,SRM265T,weed eater                           |
| 1. Manufacturer ID #:                                               | 573511028994                                           |
| 1. Oracle Asset #:                                                  | N/A                                                    |
| 1. Condition of Assets:                                             | Working                                                |
| 2. Quantity (Mandatory)::                                           | 1                                                      |
| 2. Description:                                                     | 2015,Stihl,MS362C,Chainsaw                             |
| 2. Manufacturer ID #:                                               | 504078843                                              |
| 2. Oracle Asset #:                                                  | 141342                                                 |
| 2. Condition of Assets:                                             | Working                                                |
| 3. Quantity (Mandatory):                                            | 1                                                      |
| 3. Description:                                                     | 2012,Stihl,MS460 Chainsaw                              |
| 3. Manufacturer ID #:                                               | 175379263                                              |
| 3. Oracle Asset #:                                                  | 62975                                                  |
| 3. Condition of Assets:                                             | Working                                                |
| 4. Quantity (Mandatory):                                            | 1                                                      |
| 4. Description:                                                     | 2018,Echo,SRM265T Weed eater                           |
| 4. Manufacturer ID #:                                               | S73511028994                                           |
| 4. Oracle Asset #:                                                  | N/A                                                    |
| 4. Condition of Assets:                                             | Working                                                |
| 5. Quantity (Mandatory):                                            | 1                                                      |
| 5. Description                                                      | Husqvarna 536LiPT5                                     |
| 5. Manufacturer ID #                                                | Asset#13367                                            |
| 5. Oracle Asset #                                                   | N/A                                                    |
| 5. Condition of Assets                                              | Working                                                |
| Transferring Dept.:                                                 | Parks                                                  |
| Transferring Dept. Contact Person                                   | Andy Bowerman                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-1925                                           |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Emsud Horozovic 1/15/2025 1:11 PM                    |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                                      |

|                                                                        |                |
|------------------------------------------------------------------------|----------------|
| Receiving Depart. - Elected Offic./Dept.<br>Head/Auth Staff Signature: | ✖              |
| Purchasing Final Determination                                         | Auction        |
| Court Date:                                                            | 2/4/2025       |
| Agenda Item:                                                           | 36043          |
| Asset(s) delivered to warehouse on:                                    | 1/15/2025      |
| Delivered to warehouse by:                                             | Brian Kammerer |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]robertolopez@wilco.org - 27-11-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 6                                                     |
| 1. Description:                                                     | Learniture Metal Wall Locker                          |
| 1. Manufacturer ID #:                                               | 12" Wide Double Tier- 3 Wide, 5ft High.               |
| 1. Oracle Asset #:                                                  | N/A                                                   |
| 1. Condition of Assets:                                             | Working                                               |
| 2. Quantity (Mandatory)::                                           | 1                                                     |
| 2. Description:                                                     | Learniture Metal Wall Locker                          |
| 2. Manufacturer ID #:                                               | 12" Wide Double Tier- single wide                     |
| 2. Oracle Asset #:                                                  | N/A                                                   |
| 2. Condition of Assets:                                             | Working                                               |
| Transferring Dept.:                                                 | Juvenile Services                                     |
| Transferring Dept. Contact Person                                   | Roberto Lopez                                         |
| Transferring Dept. Contact Ph#:                                     | 512-943-1960                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ John Pelczar 11/27/2024 11:00 AM                    |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                     |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                     |
| Purchasing Final Determination                                      | Auction                                               |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36043                                                 |
| Asset(s) delivered to warehouse on:                                 | 12/11/2024                                            |
| Delivered to warehouse by:                                          | Brian Kammerer                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]robertolopez@wilco.org - 02-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 2                                                     |
| 1. Description:                                                     | Dell Optiplex 7450 AIO                                |
| 1. Manufacturer ID #:                                               | 9Q93C02; 25S1C02                                      |
| 1. Oracle Asset #:                                                  | 207838, 207844                                        |
| 1. Condition of Assets:                                             | Working                                               |
| 2. Quantity (Mandatory)::                                           | 2                                                     |
| 2. Description:                                                     | Dell Latitude 5590                                    |
| 2. Manufacturer ID #:                                               | 4S5VMQ2; FBFWMQ2                                      |
| 2. Oracle Asset #:                                                  | 216041, 216047                                        |
| 2. Condition of Assets:                                             | Working                                               |
| 3. Quantity (Mandatory):                                            | 1                                                     |
| 3. Description:                                                     | Dell Monitor E2014Hf                                  |
| 3. Manufacturer ID #:                                               | -51P-D40L                                             |
| 3. Oracle Asset #:                                                  | Do not track in Oracle                                |
| 3. Condition of Assets:                                             | Unknown                                               |
| 4. Quantity (Mandatory):                                            | 1                                                     |
| 4. Description:                                                     | Dell Monitor P1913t                                   |
| 4. Manufacturer ID #:                                               | -4C4-AKGM                                             |
| 4. Oracle Asset #:                                                  | Do not track in Oracle                                |
| 4. Condition of Assets:                                             | Unknown                                               |
| Transferring Dept.:                                                 | Juvenile Services                                     |
| Transferring Dept. Contact Person                                   | Roberto Lopez                                         |
| Transferring Dept. Contact Ph#:                                     | 512-943-1960                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 12/2/2024 5:03 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                     |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                     |
| Purchasing Final Determination                                      | Auction                                               |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36043                                                 |
| Asset(s) delivered to warehouse on:                                 | 12/11/2024                                            |

|                            |                |
|----------------------------|----------------|
| Delivered to warehouse by: | Brian Kammerer |
|----------------------------|----------------|

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                      |
|---------------------------------------------------------------------|------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\jason.brown@wilco.org - 05-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                         |
| Item(s) Category:                                                   | Other                                                |
| 1. Quantity (Mandatory):                                            | 1                                                    |
| 1. Description:                                                     | Deep Fryer                                           |
| 1. Manufacturer ID #:                                               | G16DB027514                                          |
| 1. Oracle Asset #:                                                  | item not tracked in oracle                           |
| 1. Condition of Assets:                                             | Working                                              |
| Transferring Dept.:                                                 | Parks                                                |
| Transferring Dept. Contact Person                                   | Jason Brown                                          |
| Transferring Dept. Contact Ph#:                                     | 512-352-4118                                         |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Russell Fishbeck 12/5/2024 8:44 AM                 |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                    |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                    |
| Purchasing Final Determination                                      | Auction                                              |
| Court Date:                                                         | 2/4/2025                                             |
| Agenda Item:                                                        | 36043                                                |
| Asset(s) delivered to warehouse on:                                 | 12/5/2024                                            |
| Delivered to warehouse by:                                          | Joshua Henderson                                     |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\terri.countess@wilco.org - 05-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                            |
| Item(s) Category:                                                   | Other                                                   |
| 1. Quantity (Mandatory):                                            | 2                                                       |
| 1. Description:                                                     | Dell Monitor Stand                                      |
| 1. Manufacturer ID #:                                               | N/A                                                     |
| 1. Oracle Asset #:                                                  | item not tracked in oracle                              |
| 1. Condition of Assets:                                             | Working                                                 |
| Transferring Dept.:                                                 | Sheriff's Office                                        |
| Transferring Dept. Contact Person                                   | Virginia Johnson                                        |
| Transferring Dept. Contact Ph#:                                     | vjohnson@wilco.org                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/19/2024 7:51 AM                       |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                       |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                       |
| Purchasing Final Determination                                      | Auction                                                 |
| Court Date:                                                         | 2/4/2025                                                |
| Agenda Item:                                                        | 36043                                                   |
| Asset(s) delivered to warehouse on:                                 | 12/19/2024                                              |
| Delivered to warehouse by:                                          | Brian Kammerer                                          |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\sarina.gonzalez@wilco.org - 18-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 21                                                       |
| 1. Description:                                                     | Panasonic Toughbooks                                     |
| 1. Manufacturer ID #:                                               | See attached list                                        |
| 1. Oracle Asset #:                                                  | Multiple asset numbers                                   |
| 1. Condition of Assets:                                             | Unknown                                                  |
| Transferring Dept.:                                                 | Sheriff's Office                                         |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/19/2024 7:51 AM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 12/19/2024                                               |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                  |
|---------------------------------------------------------------------|--------------------------------------------------|
| Title:                                                              | i:0#.f\membership\gthoene@wilco.org - 19-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                     |
| Item(s) Category:                                                   | Capital Asset (greater than \$5000)              |
| 1. Quantity (Mandatory):                                            | 1                                                |
| 1. Description:                                                     | 2021 Malin Model 6210 Walkie Straddle Truck      |
| 1. Manufacturer ID #:                                               | 621-21-15899                                     |
| 1. Oracle Asset #:                                                  | 256575                                           |
| 1. Condition of Assets:                                             | Non-Working                                      |
| Transferring Dept.:                                                 | Unified Road Systems                             |
| Transferring Dept. Contact Person                                   | Gary Thoene                                      |
| Transferring Dept. Contact Ph#:                                     | 512-943-3735                                     |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Kelly J. Murphy 1/17/2025 10:41 AM             |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                |
| Purchasing Final Determination                                      | Auction                                          |
| Court Date:                                                         | 2/4/2025                                         |
| Agenda Item:                                                        | 36043                                            |
| Asset(s) delivered to warehouse on:                                 | 1/8/2025                                         |
| Delivered to warehouse by:                                          | Brian Kammerer                                   |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Title:                                                              | i:0#.f\membership\jmoore@wilco.org - 19-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                    |
| Item(s) Category:                                                   | Other                                           |
| 1. Quantity (Mandatory):                                            | 1                                               |
| 1. Description:                                                     | Dell Latitude 5401                              |
| 1. Manufacturer ID #:                                               | Service Tag DM4Z4Y2, County Tag 17086           |
| 1. Oracle Asset #:                                                  | 227196                                          |
| 1. Condition of Assets:                                             | Non-Working                                     |
| Transferring Dept.:                                                 | Commissioner 4 - admin                          |
| Transferring Dept. Contact Person                                   | Amalia Puentes-ZuaZua                           |
| Transferring Dept. Contact Ph#:                                     | 512-943-3761                                    |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Amalia Puentes-ZuaZua 12/19/2024 2:59 PM      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                               |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                               |
| Purchasing Final Determination                                      | Auction                                         |
| Court Date:                                                         | 2/4/2025                                        |
| Agenda Item:                                                        | 36043                                           |
| Asset(s) delivered to warehouse on:                                 | 1/6/2025                                        |
| Delivered to warehouse by:                                          | Brian Kammerer                                  |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]sarina.gonzalez@wilco.org - 19-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 6                                                        |
| 1. Description:                                                     | Dell Laptops                                             |
| 1. Manufacturer ID #:                                               | See attached list                                        |
| 1. Oracle Asset #:                                                  | 57300 248348 248536 240424 240348                        |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | HP 15-ay009dx Laptop Wilco Tag 13957                     |
| 2. Manufacturer ID #:                                               | CND6393XX9                                               |
| 2. Oracle Asset #:                                                  | N/A                                                      |
| 2. Condition of Assets:                                             | Unknown                                                  |
| Transferring Dept.:                                                 | Information Systems                                      |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Julie Schultz 12/19/2024 3:32 PM                       |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 12/19/2024                                               |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f[membership mjohnson@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | HP LaserJet 600 M601                              |
| 1. Manufacturer ID #:                                               | CNCCF95048                                        |
| 1. Oracle Asset #:                                                  | 77251                                             |
| 1. Condition of Assets:                                             | Working                                           |
| 2. Quantity (Mandatory)::                                           | 1                                                 |
| 2. Description:                                                     | Epson C423A                                       |
| 2. Manufacturer ID #:                                               | PKFY162059                                        |
| 2. Oracle Asset #:                                                  | N/A                                               |
| 2. Condition of Assets:                                             | Working                                           |
| 3. Quantity (Mandatory):                                            | 1                                                 |
| 3. Description:                                                     | HP Envy 7640                                      |
| 3. Manufacturer ID #:                                               | TH6CM4T0CF                                        |
| 3. Oracle Asset #:                                                  | N/A                                               |
| 3. Condition of Assets:                                             | Working                                           |
| 4. Quantity (Mandatory):                                            | 1                                                 |
| 4. Description:                                                     | HP LaserJet Pro MFP M477FDN                       |
| 4. Manufacturer ID #:                                               | VNBKLBKCRN                                        |
| 4. Oracle Asset #:                                                  | N/A                                               |
| 4. Condition of Assets:                                             | Working                                           |
| Transferring Dept.:                                                 | Sheriff's Office                                  |
| Transferring Dept. Contact Person                                   | Mary Johnson                                      |
| Transferring Dept. Contact Ph#:                                     | 512-943-1313                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/30/2024 7:58 AM                 |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                 |
| Purchasing Final Determination                                      | Auction                                           |
| Court Date:                                                         | 2/4/2025                                          |
| Agenda Item:                                                        | 36043                                             |
| Asset(s) delivered to warehouse on:                                 | 1/10/2025                                         |

|                            |                |
|----------------------------|----------------|
| Delivered to warehouse by: | Brian Kammerer |
|----------------------------|----------------|

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 1                                                        |
| 1. Description:                                                     | In car light bar                                         |
| 1. Oracle Asset #:                                                  | N/A                                                      |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 2                                                        |
| 2. Description:                                                     | MCT Ram mount parts w/misc parts                         |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Quantity (Mandatory):                                            | 5                                                        |
| 3. Description:                                                     | logitech keyboards wireless                              |
| 3. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 3. Condition of Assets:                                             | Unknown                                                  |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Redphone IP phone                                        |
| 4. Manufacturer ID #:                                               | SN: 0004F2B3E11E                                         |
| 4. Oracle Asset #:                                                  | N/A                                                      |
| 4. Condition of Assets:                                             | Unknown                                                  |
| 5. Quantity (Mandatory):                                            | 2                                                        |
| 5. Description                                                      | IP phones make unknown                                   |
| 5. Manufacturer ID #                                                | MO9511K0258; MO9511K0261                                 |
| 5. Oracle Asset #                                                   | N/A                                                      |
| 5. Condition of Assets                                              | Unknown                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Bruce Clements 12/23/2024 1:44 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |

|                                     |                |
|-------------------------------------|----------------|
| Agenda Item:                        | 36043          |
| Asset(s) delivered to warehouse on: | 1/14/2025      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 5                                                        |
| 1. Description:                                                     | corded mouse                                             |
| 1. Oracle Asset #:                                                  | 57019                                                    |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | box of assorted cables/cords                             |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Quantity (Mandatory):                                            | 1                                                        |
| 3. Description:                                                     | Polycomm phone                                           |
| 3. Manufacturer ID #:                                               | SN: 2778138999                                           |
| 3. Oracle Asset #:                                                  | N/A                                                      |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Garmin GPS Drivesmart 60MLT                              |
| 4. Manufacturer ID #:                                               | SN: 4G8042501                                            |
| 4. Oracle Asset #:                                                  | N/A                                                      |
| 4. Condition of Assets:                                             | Unknown                                                  |
| 5. Quantity (Mandatory):                                            | 1                                                        |
| 5. Description                                                      | Wheels for rolling cart set of 4                         |
| 5. Oracle Asset #                                                   | Do not track in Oracle                                   |
| 5. Condition of Assets                                              | Working                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Bruce Clements 12/23/2024 1:47 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |

|                                     |                |
|-------------------------------------|----------------|
| Asset(s) delivered to warehouse on: | 1/14/2025      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 4                                                        |
| 1. Description:                                                     | Remotes Sharp & LG                                       |
| 1. Oracle Asset #:                                                  | N/A                                                      |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 3                                                        |
| 2. Description:                                                     | wall port covers                                         |
| 2. Oracle Asset #:                                                  | Not tracked in oracle                                    |
| 2. Condition of Assets:                                             | Working                                                  |
| 3. Quantity (Mandatory):                                            | 10                                                       |
| 3. Description:                                                     | Wireless handmics from AV upgrade Sennheiser             |
| 3. Oracle Asset #:                                                  | N/A                                                      |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Audio technica model AT871UG room ric                    |
| 4. Oracle Asset #:                                                  | N/A                                                      |
| 4. Condition of Assets:                                             | Unknown                                                  |
| 5. Quantity (Mandatory):                                            | 1                                                        |
| 5. Description                                                      | Optima Shelf (new in box)                                |
| 5. Oracle Asset #                                                   | N/A                                                      |
| 5. Condition of Assets                                              | Working                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Bruce Clements 12/23/2024 2:10 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                                |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |



**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 2                                                        |
| 1. Description:                                                     | Misc shelf parts                                         |
| 1. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | Motorola hand mic                                        |
| 2. Oracle Asset #:                                                  | 4168                                                     |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Quantity (Mandatory):                                            | 2                                                        |
| 3. Description:                                                     | Motorola command mic (headset) & jawbone mic             |
| 3. Oracle Asset #:                                                  | 4706                                                     |
| 3. Condition of Assets:                                             | Unknown                                                  |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Motorola XTS charger & battery                           |
| 4. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 4. Condition of Assets:                                             | Unknown                                                  |
| 5. Quantity (Mandatory):                                            | 4                                                        |
| 5. Description                                                      | Command Board travel set                                 |
| 5. Oracle Asset #                                                   | N/A                                                      |
| 5. Condition of Assets                                              | Working                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Bruce Clements 12/23/2024 2:12 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                                |

|                            |                |
|----------------------------|----------------|
| Delivered to warehouse by: | Brian Kammerer |
|----------------------------|----------------|

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 1                                                        |
| 1. Description:                                                     | 2013 Chevy 2500 front seat middle seat/console           |
| 1. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 1. Condition of Assets:                                             | Working                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | vase                                                     |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 2. Condition of Assets:                                             | Working                                                  |
| 3. Quantity (Mandatory):                                            | 2                                                        |
| 3. Description:                                                     | Monitor stands - dell                                    |
| 3. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 3. Condition of Assets:                                             | Working                                                  |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Tactical molle bag                                       |
| 4. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 4. Condition of Assets:                                             | Working                                                  |
| 5. Quantity (Mandatory):                                            | 1                                                        |
| 5. Description                                                      | WCCTV parts (converter and cable)                        |
| 5. Manufacturer ID #                                                | `                                                        |
| 5. Oracle Asset #                                                   | N/A                                                      |
| 5. Condition of Assets                                              | Unknown                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Bruce Clements 12/23/2024 2:13 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ❌                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |

|                                     |                |
|-------------------------------------|----------------|
| Asset(s) delivered to warehouse on: | 1/14/2025      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]damaris.morales@wilco.org - 23-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 1                                                        |
| 1. Description:                                                     | DYNX 55" TV w/large metal wall bracket                   |
| 1. Manufacturer ID #:                                               | SN: DX56L150A11                                          |
| 1. Oracle Asset #:                                                  | 57019                                                    |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | Tripod unk type                                          |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Quantity (Mandatory):                                            | 2                                                        |
| 3. Description:                                                     | White boards 2" x 3"                                     |
| 3. Oracle Asset #:                                                  | Do not track in Oracle                                   |
| 3. Condition of Assets:                                             | Working                                                  |
| Transferring Dept.:                                                 | Emergency Management                                     |
| Transferring Dept. Contact Person                                   | Damaris Morales                                          |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                               |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Bruce Clements 12/23/2024 2:16 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                                |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f[membership]vedwards@wilco.org - 26-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | Fire King 4 Drawer Filing Cabinet                 |
| 1. Oracle Asset #:                                                  | 30034                                             |
| 1. Condition of Assets:                                             | Working                                           |
| Transferring Dept.:                                                 | Unified Road Systems                              |
| Transferring Dept. Contact Person                                   | Vicky Edwards                                     |
| Transferring Dept. Contact Ph#:                                     | 512.943.3330                                      |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Robert B. Daigh 12/26/2024 11:50 AM             |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                 |
| Purchasing Final Determination                                      | Auction                                           |
| Court Date:                                                         | 2/4/2025                                          |
| Agenda Item:                                                        | 36043                                             |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]denise.carlson@wilco.org - 31-12-2024 |
| Disposal Method:                                                    | SALE at the earliest auction                            |
| Item(s) Category:                                                   | Other                                                   |
| 1. Quantity (Mandatory):                                            | 24                                                      |
| 1. Description:                                                     | Lobby Chairs                                            |
| 1. Oracle Asset #:                                                  | N/A                                                     |
| 1. Condition of Assets:                                             | Working                                                 |
| 2. Quantity (Mandatory)::                                           | 10                                                      |
| 2. Description:                                                     | Lobby Tables                                            |
| 2. Oracle Asset #:                                                  | N/A                                                     |
| 2. Condition of Assets:                                             | Working                                                 |
| Transferring Dept.:                                                 | Juvenile Services                                       |
| Transferring Dept. Contact Person                                   | Denise Carlson                                          |
| Transferring Dept. Contact Ph#:                                     | 5129433220                                              |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 1/6/2025 11:06 AM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                       |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                       |
| Purchasing Final Determination                                      | Auction                                                 |
| Court Date:                                                         | 2/4/2025                                                |
| Agenda Item:                                                        | 36043                                                   |
| Asset(s) delivered to warehouse on:                                 | 1/23/2025                                               |
| Delivered to warehouse by:                                          | Brian Kammerer                                          |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\evelyn.petrere@wilco.org - 03-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                            |
| Item(s) Category:                                                   | Other                                                   |
| 1. Quantity (Mandatory):                                            | 1                                                       |
| 1. Description:                                                     | Dell Latitude 53210 2-in-1 laptop                       |
| 1. Manufacturer ID #:                                               | 3L4T963                                                 |
| 1. Oracle Asset #:                                                  | 253630                                                  |
| 1. Condition of Assets:                                             | Non-Working                                             |
| Transferring Dept.:                                                 | Human Resources                                         |
| Transferring Dept. Contact Person                                   | Evelyn Petrere                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-1525                                            |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Allen Frederick 1/3/2025 1:04 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                       |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                       |
| Purchasing Final Determination                                      | Auction                                                 |
| Court Date:                                                         | 2/4/2025                                                |
| Agenda Item:                                                        | 36043                                                   |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                               |
| Delivered to warehouse by:                                          | Brian Kammerer                                          |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Title:                                                              | i:0#.f\membership\hklaus@wilco.org - 06-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                    |
| Item(s) Category:                                                   | Other                                           |
| 1. Quantity (Mandatory):                                            | 1                                               |
| 1. Description:                                                     | Echo Weed Eater                                 |
| 1. Manufacturer ID #:                                               | T42512021757                                    |
| 1. Oracle Asset #:                                                  | N/A                                             |
| 1. Condition of Assets:                                             | Non-Working                                     |
| 2. Quantity (Mandatory)::                                           | 1                                               |
| 2. Description:                                                     | Echo Weed Eater                                 |
| 2. Manufacturer ID #:                                               | T42512009973                                    |
| 2. Oracle Asset #:                                                  | N/A                                             |
| 2. Condition of Assets:                                             | Non-Working                                     |
| 3. Quantity (Mandatory):                                            | 1                                               |
| 3. Description:                                                     | Eco weed Eatere                                 |
| 3. Manufacturer ID #:                                               | T42512051827                                    |
| 3. Oracle Asset #:                                                  | N/A                                             |
| 3. Condition of Assets:                                             | Non-Working                                     |
| 4. Quantity (Mandatory):                                            | 1                                               |
| 4. Description:                                                     | Stihl Chainsaw                                  |
| 4. Manufacturer ID #:                                               | 247850465                                       |
| 4. Oracle Asset #:                                                  | N/A                                             |
| 4. Condition of Assets:                                             | Non-Working                                     |
| 5. Quantity (Mandatory):                                            | 1                                               |
| 5. Description                                                      | Echo Back Pack Blower                           |
| 5. Manufacturer ID #                                                | P03812024117                                    |
| 5. Oracle Asset #                                                   | N/A                                             |
| 5. Condition of Assets                                              | Non-Working                                     |
| Transferring Dept.:                                                 | Unified Road Systems                            |
| Transferring Dept. Contact Person                                   | Herbert Klaus                                   |
| Transferring Dept. Contact Ph#:                                     | 512 943-3360                                    |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Kelly J. Murphy 1/15/2025 11:12 AM            |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                               |

|                                                                        |                |
|------------------------------------------------------------------------|----------------|
| Receiving Depart. - Elected Offic./Dept.<br>Head/Auth Staff Signature: | ✖              |
| Purchasing Final Determination                                         | Auction        |
| Court Date:                                                            | 2/4/2025       |
| Agenda Item:                                                           | 36043          |
| Asset(s) delivered to warehouse on:                                    | 1/15/2025      |
| Delivered to warehouse by:                                             | Brian Kammerer |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\sarina.gonzalez@wilco.org - 13-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 1                                                        |
| 1. Description:                                                     | MISC AV equipment                                        |
| 1. Manufacturer ID #:                                               | See attached list                                        |
| 1. Oracle Asset #:                                                  | N/A                                                      |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Condition of Assets:                                             | Unknown                                                  |
| 4. Condition of Assets:                                             | Unknown                                                  |
| Transferring Dept.:                                                 | Information Systems                                      |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Julie Schultz 1/13/2025 11:11 AM                       |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |
| Purchasing Final Determination                                      | Auction                                                  |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36043                                                    |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                                |
| Delivered to warehouse by:                                          | Brian Kammerer                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                        |
|---------------------------------------------------------------------|--------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]ronald.morgan@wilco.org - 13-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                           |
| Item(s) Category:                                                   | Other                                                  |
| 1. Quantity (Mandatory):                                            | 1                                                      |
| 1. Description:                                                     | Optiplez 7070                                          |
| 1. Manufacturer ID #:                                               | G9034Z2                                                |
| 1. Oracle Asset #:                                                  | 227130                                                 |
| 1. Condition of Assets:                                             | Working                                                |
| Transferring Dept.:                                                 | Magistrate Office                                      |
| Transferring Dept. Contact Person                                   | Ronald Morgan                                          |
| Transferring Dept. Contact Ph#:                                     | 33539                                                  |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Ronald S. Morgan, Jr. 1/13/2025 6:57 PM 1.0          |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                      |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                      |
| Purchasing Final Determination                                      | Auction                                                |
| Court Date:                                                         | 2/4/2025                                               |
| Agenda Item:                                                        | 36043                                                  |
| Asset(s) delivered to warehouse on:                                 | 1/14/2025                                              |
| Delivered to warehouse by:                                          | Brian Kammerer                                         |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]sarina.gonzalez@wilco.org - 14-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                             |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 1                                                        |
| 1. Description:                                                     | Fujitsu fi-6130z Wilco#1165                              |
| 1. Manufacturer ID #:                                               | 648266                                                   |
| 1. Oracle Asset #:                                                  | 65662                                                    |
| 1. Condition of Assets:                                             | Unknown                                                  |
| 2. Quantity (Mandatory)::                                           | 1                                                        |
| 2. Description:                                                     | Dell OptiPlex 7040 Wilco #13255                          |
| 2. Manufacturer ID #:                                               | GQ9TP52                                                  |
| 2. Oracle Asset #:                                                  | 166597                                                   |
| 2. Condition of Assets:                                             | Unknown                                                  |
| 3. Quantity (Mandatory):                                            | 1                                                        |
| 3. Description:                                                     | Dell OptiPlex 9020 Wilco #1838                           |
| 3. Manufacturer ID #:                                               | 2D5Z842                                                  |
| 3. Oracle Asset #:                                                  | 119286                                                   |
| 3. Condition of Assets:                                             | Unknown                                                  |
| 4. Quantity (Mandatory):                                            | 1                                                        |
| 4. Description:                                                     | Dell OptiPlex 7050 Wilco#10077                           |
| 4. Manufacturer ID #:                                               | 7J5T0Q2                                                  |
| 4. Oracle Asset #:                                                  | 211933                                                   |
| 4. Condition of Assets:                                             | Unknown                                                  |
| 5. Quantity (Mandatory):                                            | 49                                                       |
| 5. Description                                                      | Panasonic wired wall cameras                             |
| 5. Manufacturer ID #                                                | na                                                       |
| 5. Condition of Assets                                              | Unknown                                                  |
| Transferring Dept.:                                                 | Information Systems                                      |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Julie Schultz 1/14/2025 2:45 PM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                        |

|                                     |                |
|-------------------------------------|----------------|
| Purchasing Final Determination      | Auction        |
| Court Date:                         | 2/4/2025       |
| Agenda Item:                        | 36043          |
| Asset(s) delivered to warehouse on: | 1/14/2025      |
| Delivered to warehouse by:          | Brian Kammerer |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\evelyn.petrere@wilco.org - 15-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                            |
| Item(s) Category:                                                   | Other                                                   |
| 1. Quantity (Mandatory):                                            | 1                                                       |
| 1. Description:                                                     | 2021, Dell Latitude 5521 laptop                         |
| 1. Manufacturer ID #:                                               | 683XSG3                                                 |
| 1. Oracle Asset #:                                                  | 277840                                                  |
| 1. Condition of Assets:                                             | Non-Working                                             |
| Transferring Dept.:                                                 | Human Resources                                         |
| Transferring Dept. Contact Person                                   | Evelyn Petrere                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-1525                                            |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Allen Frederick 1/15/2025 3:18 PM                     |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                       |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                       |
| Purchasing Final Determination                                      | Auction                                                 |
| Court Date:                                                         | 2/4/2025                                                |
| Agenda Item:                                                        | 36043                                                   |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]robertolopez@wilco.org - 16-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Capital Asset (greater than \$5000)                   |
| 1. Quantity (Mandatory):                                            | 1                                                     |
| 1. Description:                                                     | Kodak Scanner i3500                                   |
| 1. Manufacturer ID #:                                               | 60884313                                              |
| 1. Oracle Asset #:                                                  | 212908                                                |
| 1. Condition of Assets:                                             | Working                                               |
| 2. Quantity (Mandatory)::                                           | 1                                                     |
| 2. Description:                                                     | Dell Optiplex 7480 AIO                                |
| 2. Manufacturer ID #:                                               | HBX0773                                               |
| 2. Oracle Asset #:                                                  | 253753                                                |
| 2. Condition of Assets:                                             | Unknown                                               |
| 3. Quantity (Mandatory):                                            | 1                                                     |
| 3. Description:                                                     | Dell Optiplex 7490 AIO                                |
| 3. Manufacturer ID #:                                               | FWZ7WM3                                               |
| 3. Oracle Asset #:                                                  | 277627                                                |
| 3. Condition of Assets:                                             | Non-Working                                           |
| 4. Quantity (Mandatory):                                            | 1                                                     |
| 4. Description:                                                     | Dell Optiplex 7440 AIO                                |
| 4. Manufacturer ID #:                                               | D50G182                                               |
| 4. Oracle Asset #:                                                  | 146417                                                |
| 4. Condition of Assets:                                             | Working                                               |
| 5. Quantity (Mandatory):                                            | 1                                                     |
| 5. Description                                                      | CISCO Phone CP3905                                    |
| 5. Manufacturer ID #                                                | FCH2238EXVU                                           |
| 5. Oracle Asset #                                                   | N/A                                                   |
| 5. Condition of Assets                                              | Non-Working                                           |
| Transferring Dept.:                                                 | Juvenile Services                                     |
| Transferring Dept. Contact Person                                   | Roberto Lopez                                         |
| Transferring Dept. Contact Ph#:                                     | 512-943-1960                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ John Pelczar 1/16/2025 1:23 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                     |

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| Receiving Depart. - Elected Offic./Dept.<br>Head/Auth Staff Signature: | ✖        |
| Purchasing Final Determination                                         | Auction  |
| Court Date:                                                            | 2/4/2025 |
| Agenda Item:                                                           | 36043    |

**Asset Status Change**

# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f membership robertolopez@wilco.org - 16-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                          |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 1                                                     |
| 1. Description:                                                     | Dell Latitude 5511                                    |
| 1. Manufacturer ID #:                                               | 9HDD1F3                                               |
| 1. Oracle Asset #:                                                  | 258633                                                |
| 1. Condition of Assets:                                             | Unknown                                               |
| 2. Quantity (Mandatory)::                                           | 1                                                     |
| 2. Description:                                                     | Dell Latitude E5430                                   |
| 2. Manufacturer ID #:                                               | E5430                                                 |
| 2. Oracle Asset #:                                                  | N/A                                                   |
| 2. Condition of Assets:                                             | Unknown                                               |
| 3. Quantity (Mandatory):                                            | 1                                                     |
| 3. Description:                                                     | Dell Latitude E7450                                   |
| 3. Manufacturer ID #:                                               | 29M8Q92                                               |
| 3. Oracle Asset #:                                                  | N/A                                                   |
| 3. Condition of Assets:                                             | Unknown                                               |
| 4. Quantity (Mandatory):                                            | 1                                                     |
| 4. Description:                                                     | HP LAPTOP 14-cf0006dx                                 |
| 4. Manufacturer ID #:                                               | 5cg9286sto                                            |
| 4. Oracle Asset #:                                                  | N/A                                                   |
| 4. Condition of Assets:                                             | Unknown                                               |
| Transferring Dept.:                                                 | Juvenile Services                                     |
| Transferring Dept. Contact Person                                   | Roberto Lopez                                         |
| Transferring Dept. Contact Ph#:                                     | 512-943-1960                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 1/16/2025 1:23 PM                      |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                     |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                     |
| Purchasing Final Determination                                      | Auction                                               |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36043                                                 |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                   |
|---------------------------------------------------------------------|---------------------------------------------------|
| Title:                                                              | i:0#.f[membership mjohnson@wilco.org - 16-01-2025 |
| Disposal Method:                                                    | SALE at the earliest auction                      |
| Item(s) Category:                                                   | Other                                             |
| 1. Quantity (Mandatory):                                            | 1                                                 |
| 1. Description:                                                     | Black metal 4 drawer filing cabinet               |
| 1. Oracle Asset #:                                                  | N/A                                               |
| 1. Condition of Assets:                                             | Working                                           |
| Transferring Dept.:                                                 | Sheriff's Office                                  |
| Transferring Dept. Contact Person                                   | Mary Johnson                                      |
| Transferring Dept. Contact Ph#:                                     | mjohnson@Wilco.org                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Randy Traylor 1/16/2025 1:01 PM                 |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                 |
| Purchasing Final Determination                                      | Auction                                           |
| Court Date:                                                         | 2/4/2025                                          |
| Agenda Item:                                                        | 36043                                             |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]bweems@wilco.org - 17-01-2025                              |
| Disposal Method:                                                    | SALE at the earliest auction                                                 |
| Item(s) Category:                                                   | Other                                                                        |
| 1. Quantity (Mandatory):                                            | 4                                                                            |
| 1. Description:                                                     | Fujitsu fi-5110C                                                             |
| 1. Manufacturer ID #:                                               | 522954 522957 525731 525735                                                  |
| 1. Oracle Asset #:                                                  | 54192/54194/54190/54193                                                      |
| 1. Condition of Assets:                                             | Working                                                                      |
| 2. Quantity (Mandatory)::                                           | 10                                                                           |
| 2. Description:                                                     | Fujitsu fi-6110                                                              |
| 2. Manufacturer ID #:                                               | 012509 012511 012515 012817 012823 012833 027524 027533 515944<br>ACRHA08269 |
| 2. Oracle Asset #:                                                  | 57293/57294/57296/57297/57292/57295/65147/65148/77281/87195                  |
| 2. Condition of Assets:                                             | Working                                                                      |
| 3. Quantity (Mandatory):                                            | 2                                                                            |
| 3. Description:                                                     | Fujitsu S1500                                                                |
| 3. Manufacturer ID #:                                               | 091700 091706                                                                |
| 3. Oracle Asset #:                                                  | 54197/54195                                                                  |
| 3. Condition of Assets:                                             | Working                                                                      |
| 4. Quantity (Mandatory):                                            | 2                                                                            |
| 4. Description:                                                     | Panasonic KV-S1045C                                                          |
| 4. Manufacturer ID #:                                               | B4136RF2745 B4136RF2796                                                      |
| 4. Oracle Asset #:                                                  | 77271/77273                                                                  |
| 4. Condition of Assets:                                             | Working                                                                      |
| Transferring Dept.:                                                 | County Clerk                                                                 |
| Transferring Dept. Contact Person                                   | Bradley Weems                                                                |
| Transferring Dept. Contact Ph#:                                     | 512-943-1151                                                                 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Nancy Rister 1/23/2025 12:29 PM                                            |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                                            |
| Purchasing Final Determination                                      | Auction                                                                      |
| Court Date:                                                         | 2/4/2025                                                                     |
| Agenda Item:                                                        | 36043                                                                        |

**Asset Status Change**

**Commissioners Court - Regular Session****12.****Meeting Date:** 02/04/2025

Asset for Transfer

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 01/01/2025 through 01/27/2025.

**Background**

Please see the attached list for details.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Jan Asset for Transfer Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 04:51 PM

01/30/2025 08:46 AM

Started On: 01/23/2025 11:29 AM

Jan-25 Monthly Report

Court Date:

2/4/2025

**Williamson County - Assets for Auction**

Agenda #:

36049

| Item                                      | Serial Number                 | Quantity    | Transferring Department | Receiving Department     |
|-------------------------------------------|-------------------------------|-------------|-------------------------|--------------------------|
| Philips Heart Start AED                   | A14K-02170                    | 1           | 911 Communications      | Emergency Services Dept. |
| Dell Precision 3581 Laptop                | 5SPLKY3<br>FT:10220118712/BK: | 1           | All District Courts     | 277 District             |
| Safariland Body Armor                     | 10220118749                   | 1           | Constable Pct 1         | Constable Pct 3          |
| DELL OPTIPLEX 7090                        | CTV7PK3                       | 1           | Constable Pct 1         | Justice of Peace 1       |
| Panasonic Toughbook                       | 0BTTA13589                    | 1           | Constable Pct 1         | Information Systems      |
| 60" Sony Bravia LCD Monitor- asset #54602 |                               | 8022771     | 1                       | Constable Pct 1          |
| Dell Optiplex Desktop PC                  | GM0X2W2                       | 1           | County Clerk            | Justice of Peace 1       |
| Dell Optiplex Desktop PC                  | GM1X2W2                       | 1           | County Clerk            | County Court of Law 4    |
| Panasonic Toughbook CF-VEK331LM           | 9FTSC70025                    | 1           | Information Systems     | County Court of Law 4    |
| Panasonic Toughbook CF-VEK331LM           | 9FTSC70067                    | 1           | Information Systems     | Corrections              |
| Panasonic Toughbook CF-VEK331LM           | 9FTSC70057                    | 1           | Information Systems     | Corrections              |
| Panasonic Toughbook CF-VEK331LM           | 9FTSC70099                    | 1           | Information Systems     | Corrections              |
| Panasonic Toughbook CF-VEK331LMP          | 8GTSA30482                    | 1           | Information Systems     | Corrections              |
| Panasonic Toughbook CF-VEK331LMP          | 0LTSA55270                    | 1           | Information Systems     | Corrections              |
| Panasonic Toughbook CF-VEK331LMP          | 7LTUA11935                    | 1           | Information Systems     | Corrections              |
| Body Armor BC#06076                       |                               | 10210003152 | 1                       | Sheriff's Office         |
|                                           |                               |             |                         | Constable PCT 1          |



# Asset Status Change

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Title:                                                              | i:0#.f[membership]dwhite@wilco.org - 02-12-2024 |
| Disposal Method:                                                    | TRANSFER between county departments             |
| Item(s) Category:                                                   | Other                                           |
| 1. Quantity (Mandatory):                                            | 1                                               |
| 1. Description:                                                     | Body armor BC# 06076                            |
| 1. Manufacturer ID #:                                               | FT-10210003152 and BK10210003166                |
| 1. Oracle Asset #:                                                  | UNABLE TO LOCATE                                |
| 1. Condition of Assets:                                             | Working                                         |
| Transferring Dept.:                                                 | Sheriff's Office                                |
| Transferring Dept. Contact Person                                   | Danielle White                                  |
| Transferring Dept. Contact Ph#:                                     | 512 943-1324                                    |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Pat Erickson 12/2/2024 1:50 PM                |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                               |
| Receiving Dept.                                                     | Constables 1                                    |
| Receiving Department Contact Person:                                | Patrick Youngren                                |
| Receiving Dept. Contact Ph#:                                        | 512 260-4270                                    |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Patrick Youngren                                |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Patrick Youngren 12/2/2024 1:51 PM            |
| Purchasing Final Determination                                      | Internal Department Transfer                    |
| Court Date:                                                         | 2/4/2025                                        |
| Agenda Item:                                                        | 36049                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                 |
|---------------------------------------------------------------------|-------------------------------------------------|
| Title:                                                              | i:0#.f membership bweems@wilco.org - 09-04-2024 |
| Disposal Method:                                                    | TRANSFER between county departments             |
| Item(s) Category:                                                   | Other                                           |
| 1. Quantity (Mandatory):                                            | 1                                               |
| 1. Description:                                                     | Dell Optiplex Desktop PC                        |
| 1. Manufacturer ID #:                                               | GM0X2W2                                         |
| 1. Oracle Asset #:                                                  | 221108                                          |
| 1. Condition of Assets:                                             | Working                                         |
| 2. Quantity (Mandatory)::                                           | 1                                               |
| 2. Description:                                                     | Dell Optiplex Desktop PC                        |
| 2. Manufacturer ID #:                                               | GM1X2W2                                         |
| 2. Oracle Asset #:                                                  | 221104                                          |
| 2. Condition of Assets:                                             | Working                                         |
| Transferring Dept.:                                                 | County Clerk                                    |
| Transferring Dept. Contact Person                                   | Bradley Weems                                   |
| Transferring Dept. Contact Ph#:                                     | 3-1151                                          |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Nancy E Rister 12/3/2024 10:06 AM             |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                               |
| Receiving Dept.                                                     | County Court at Law 4                           |
| Receiving Department Contact Person:                                | Sharrion Threadgill                             |
| Receiving Dept. Contact Ph#:                                        | 3-1681                                          |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                               |
| Purchasing Final Determination                                      | Internal Department Transfer                    |
| Court Date:                                                         | 2/4/2025                                        |
| Agenda Item:                                                        | 36049                                           |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]patrick.youngren@wilco.org - 17-07-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                       |
| Item(s) Category:                                                   | Other                                                     |
| 1. Quantity (Mandatory):                                            | 1                                                         |
| 1. Description:                                                     | 60" Sony Bravia LCD Monitor - Asset No. 54602             |
| 1. Manufacturer ID #:                                               | 8022771                                                   |
| 1. Condition of Assets:                                             | Working                                                   |
| Transferring Dept.:                                                 | Constables 1                                              |
| Transferring Dept. Contact Person                                   | Patrick Youngren                                          |
| Transferring Dept. Contact Ph#:                                     | 5122448658                                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ PATRICK K. YOUNGREN 7/17/2024 8:33 AM 1.0               |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                         |
| Receiving Dept.                                                     | Justice of the Peace 1                                    |
| Receiving Department Contact Person:                                | Misty Lamb                                                |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Misty Lamb                                                |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Misty Lamb 7/17/2024 9:33 AM                            |
| Purchasing Final Determination                                      | Internal Department Transfer                              |
| Court Date:                                                         | 2/4/2025                                                  |
| Agenda Item:                                                        | 36049                                                     |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]patrick.youngren@wilco.org - 06-08-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                       |
| Item(s) Category:                                                   | Other                                                     |
| 1. Quantity (Mandatory):                                            | 1                                                         |
| 1. Description:                                                     | Panasonic Toughbook                                       |
| 1. Manufacturer ID #:                                               | 0BTTA13589                                                |
| 1. Oracle Asset #:                                                  | 248388                                                    |
| 1. Condition of Assets:                                             | Working                                                   |
| Transferring Dept.:                                                 | Constables 1                                              |
| Transferring Dept. Contact Person                                   | Patrick Youngren                                          |
| Transferring Dept. Contact Ph#:                                     | 5122448658                                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ PATRICK YOUNGREN 8/6/2024 2:04 PM 1.0                   |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                         |
| Receiving Dept.                                                     | Information Systems                                       |
| Receiving Department Contact Person:                                | Julie Schultz                                             |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Julie Schultz                                             |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Julie Schultz 8/6/2024 2:29 PM                          |
| Purchasing Final Determination                                      | Internal Department Transfer                              |
| Court Date:                                                         | 2/4/2025                                                  |
| Agenda Item:                                                        | 36049                                                     |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                       |
|---------------------------------------------------------------------|-------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]jeff.spencer@wilco.org - 19-09-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                   |
| Item(s) Category:                                                   | Other                                                 |
| 1. Quantity (Mandatory):                                            | 1                                                     |
| 1. Description:                                                     | Philips Heart Start AED                               |
| 1. Manufacturer ID #:                                               | A14K-02170                                            |
| 1. Oracle Asset #:                                                  | 144334                                                |
| 1. Condition of Assets:                                             | Working                                               |
| Transferring Dept.:                                                 | 911 Communications                                    |
| Transferring Dept. Contact Person                                   | Jeff Spencer                                          |
| Transferring Dept. Contact Ph#:                                     | 3-1390                                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Kate Wolf 9/19/2024 12:08 PM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                     |
| Receiving Dept.                                                     | Emergency Services Dept.                              |
| Receiving Department Contact Person:                                | Bill Zito                                             |
| Receiving Dept. Contact Ph#:                                        | 512-864-8210                                          |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Bill Zito                                             |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Bill Zito 9/19/2024 1:37 PM                         |
| Purchasing Final Determination                                      | Internal Department Transfer                          |
| Court Date:                                                         | 2/4/2025                                              |
| Agenda Item:                                                        | 36049                                                 |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                          |
|---------------------------------------------------------------------|----------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\sarina.gonzalez@wilco.org - 05-11-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                      |
| Item(s) Category:                                                   | Other                                                    |
| 1. Quantity (Mandatory):                                            | 7                                                        |
| 1. Description:                                                     | See attached list                                        |
| 1. Manufacturer ID #:                                               | See attached list                                        |
| 1. Oracle Asset #:                                                  | 369687, 369686, 369683, 369689, 369678, 369655, 369695   |
| 1. Condition of Assets:                                             | Unknown                                                  |
| Transferring Dept.:                                                 | Information Systems                                      |
| Transferring Dept. Contact Person                                   | Sarina Gonzalez                                          |
| Transferring Dept. Contact Ph#:                                     | 512-943-3624                                             |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Kathleen Pokluda 11/18/2024 4:35 PM                    |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                        |
| Receiving Dept.                                                     | Corrections                                              |
| Receiving Department Contact Person:                                | Danielle White                                           |
| Receiving Dept. Contact Ph#:                                        | 512-943-1324                                             |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Pat Erickson 11/13/2024 7:36 AM                        |
| Purchasing Final Determination                                      | Internal Department Transfer                             |
| Court Date:                                                         | 2/4/2025                                                 |
| Agenda Item:                                                        | 36049                                                    |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]patrick.youngren@wilco.org - 14-11-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                       |
| Item(s) Category:                                                   | Other                                                     |
| 1. Quantity (Mandatory):                                            | 1                                                         |
| 1. Description:                                                     | DELL OPTIPLEX 7090                                        |
| 1. Manufacturer ID #:                                               | Service Tag No. CTV7PK3                                   |
| 1. Oracle Asset #:                                                  | 277694                                                    |
| 1. Condition of Assets:                                             | Working                                                   |
| Transferring Dept.:                                                 | Constables 1                                              |
| Transferring Dept. Contact Person                                   | Patrick Youngren                                          |
| Transferring Dept. Contact Ph#:                                     | 5122448658                                                |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ PATRICK YOUNGREN 11/14/2024 11:32 AM 1.0                |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                         |
| Receiving Dept.                                                     | Justice of the Peace 1                                    |
| Receiving Department Contact Person:                                | Misty Lamb                                                |
| Receiving Dept. Contact Ph#:                                        | 5122448650                                                |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Misty Lamb                                                |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Misty Lamb 11/14/2024 11:35 AM                          |
| Purchasing Final Determination                                      | Internal Department Transfer                              |
| Court Date:                                                         | 2/4/2025                                                  |
| Agenda Item:                                                        | 36049                                                     |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                           |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]patrick.youngren@wilco.org - 18-12-2024 |
| Disposal Method:                                                    | TRANSFER between county departments                       |
| Item(s) Category:                                                   | Other                                                     |
| 1. Quantity (Mandatory):                                            | 1                                                         |
| 1. Description:                                                     | Safariland Body Armor                                     |
| 1. Manufacturer ID #:                                               | FT: 10220118712 / BK: 10220118749                         |
| 1. Oracle Asset #:                                                  | UNABLE TO LOCATE                                          |
| 1. Condition of Assets:                                             | Working                                                   |
| Transferring Dept.:                                                 | Constables 1                                              |
| Transferring Dept. Contact Person                                   | Patrick Youngren                                          |
| Transferring Dept. Contact Ph#:                                     | 512-244-8658                                              |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ PATRICK K. YOUNGREN 12/18/2024 8:06 AM 1.0              |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                         |
| Receiving Dept.                                                     | Constables 3                                              |
| Receiving Department Contact Person:                                | Patrick Hurley                                            |
| Receiving Dept. Contact Ph#:                                        | 512-943-1434                                              |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Patrick Hurley                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Patrick Hurley 12/18/2024 8:34 AM                       |
| Purchasing Final Determination                                      | Internal Department Transfer                              |
| Court Date:                                                         | 2/4/2025                                                  |
| Agenda Item:                                                        | 36049                                                     |

## Asset Status Change



# Asset Status Change

|                                                                     |                                                        |
|---------------------------------------------------------------------|--------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]ronald.morgan@wilco.org - 14-01-2025 |
| Disposal Method:                                                    | TRANSFER between county departments                    |
| Item(s) Category:                                                   | Other                                                  |
| 1. Quantity (Mandatory):                                            | 1                                                      |
| 1. Description:                                                     | Dell Precision 3581 Laptop                             |
| 1. Manufacturer ID #:                                               | 5SPLKY3                                                |
| 1. Oracle Asset #:                                                  | 331737                                                 |
| 1. Condition of Assets:                                             | Working                                                |
| Transferring Dept.:                                                 | All District Courts                                    |
| Transferring Dept. Contact Person                                   | Ronald Morgan                                          |
| Transferring Dept. Contact Ph#:                                     | 33539                                                  |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Ronald S. Morgan, Jr. 1/14/2025 8:17 AM 1.0          |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ❌                                                      |
| Receiving Dept.                                                     | 277th District                                         |
| Receiving Department Contact Person:                                | Wanda Davidson                                         |
| Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:              | Wanda Davidson                                         |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✅ Wanda Davidson 1/14/2025 8:23 AM                     |
| Purchasing Final Determination                                      | Internal Department Transfer                           |
| Court Date:                                                         | 2/4/2025                                               |
| Agenda Item:                                                        | 36049                                                  |

## Asset Status Change

**Commissioners Court - Regular Session****13.****Meeting Date:** 02/04/2025

Asset for Destruction

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.22 through 01.27.25.

**Background**

Please see the attached list for details.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Jan Asset for Destruction Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 04:54 PM

01/30/2025 08:48 AM

Started On: 01/23/2025 11:47 AM

Jan-25 Monthly Report

Court Date:

2/4/2025

**Williamson County - Assets for Auction**

Agenda #:

36058

| Item                                                     | Serial Number | Quantity | Department          |
|----------------------------------------------------------|---------------|----------|---------------------|
| Green 12 in spaced 25 ft light sets                      | NA            | 35       | Building Maint.     |
| Hesco Armor Plate - Expired                              | 171210        | 1        | Constable Pct 1     |
| Hesco Armor Plate - Expired                              | 171271        | 1        | Constable Pct 1     |
| Hesco Armor Plate - Expired                              | 171270        | 1        | Constable Pct 1     |
| Hesco Armor Plate - Expired                              | 171270        | 1        | Constable Pct 1     |
| Hesco Armor Plate - Expired                              | 171273        | 1        | Constable Pct 1     |
| Verizon Mi-Fi devices                                    | na            | 5        | Emergency Mangement |
| Dell Laptop Charger                                      | NA            | 1        | Emergency Mangement |
| Bunker gear coat and pat set had department name on back |               | 1        | Emergency Mangement |
| Maytag Bravo XL Dryer                                    |               | 1        | Sheriff's Office    |
| Taser X26                                                | X00053600     | 1        | Sheriff's Office    |
| Taser X26                                                | X00077795     | 1        | Sheriff's Office    |
| Taser X26                                                | X00146328     | 1        | Sheriff's Office    |
| Taser X26                                                | X00146712     | 1        | Sheriff's Office    |
| Taser X26                                                | X00146731     | 1        | Sheriff's Office    |
| Taser X26                                                | X00146741     | 1        | Sheriff's Office    |
| Taser X26                                                | x00150439     | 1        | Sheriff's Office    |
| Taser X26                                                | X00150703     | 1        | Sheriff's Office    |
| Taser X26                                                | X00151760     | 1        | Sheriff's Office    |
| Taser X26                                                | X00153429     | 1        | Sheriff's Office    |
| Taser X26                                                | X00159490     | 1        | Sheriff's Office    |
| Taser X26                                                | X00159573     | 1        | Sheriff's Office    |
| Taser X26                                                | X00159579     | 1        | Sheriff's Office    |
| Taser X26                                                | X00177868     | 1        | Sheriff's Office    |
| Taser X26                                                | x00217718     | 1        | Sheriff's Office    |
| Taser X26                                                | X00228937     | 1        | Sheriff's Office    |
| Taser X26                                                | X00228980     | 1        | Sheriff's Office    |

|           |           |   |                  |
|-----------|-----------|---|------------------|
| Taser X26 | X00228981 | 1 | Sheriff's Office |
| Taser X26 | X00229025 | 1 | Sheriff's Office |
| Taser X26 | X00229026 | 1 | Sheriff's Office |
| Taser X26 | X00229104 | 1 | Sheriff's Office |
| Taser X26 | X00229397 | 1 | Sheriff's Office |
| Taser X26 | X00232469 | 1 | Sheriff's Office |
| Taser X26 | X00232610 | 1 | Sheriff's Office |
| Taser X26 | X00232657 | 1 | Sheriff's Office |
| Taser X26 | X00251383 | 1 | Sheriff's Office |
| Taser X26 | X00253870 | 1 | Sheriff's Office |
| Taser X26 | X00254298 | 1 | Sheriff's Office |
| Taser X26 | X00306657 | 1 | Sheriff's Office |
| Taser X26 | X00306822 | 1 | Sheriff's Office |
| Taser X26 | X00306889 | 1 | Sheriff's Office |
| Taser X26 | X00306956 | 1 | Sheriff's Office |
| Taser X26 | X00307014 | 1 | Sheriff's Office |
| Taser X26 | X00323092 | 1 | Sheriff's Office |
| Taser X26 | X00323093 | 1 | Sheriff's Office |
| Taser X26 | X00323133 | 1 | Sheriff's Office |
| Taser X26 | X00323144 | 1 | Sheriff's Office |
| Taser X26 | X00323155 | 1 | Sheriff's Office |
| Taser X26 | X00323206 | 1 | Sheriff's Office |
| Taser X26 | X00326411 | 1 | Sheriff's Office |
| Taser X26 | X00328982 | 1 | Sheriff's Office |
| Taser X26 | X00331996 | 1 | Sheriff's Office |
| Taser X26 | X00365582 | 1 | Sheriff's Office |
| Taser X26 | X00374139 | 1 | Sheriff's Office |
| Taser X26 | X00388285 | 1 | Sheriff's Office |
| Taser X26 | X00391887 | 1 | Sheriff's Office |

|           |           |   |                  |
|-----------|-----------|---|------------------|
| Taser X26 | X00392003 | 1 | Sheriff's Office |
| Taser X26 | X00392133 | 1 | Sheriff's Office |
| Taser X26 | X00392269 | 1 | Sheriff's Office |
| Taser X26 | X00423996 | 1 | Sheriff's Office |
| Taser X26 | X00423997 | 1 | Sheriff's Office |
| Taser X26 | X00424067 | 1 | Sheriff's Office |
| Taser X26 | X00425706 | 1 | Sheriff's Office |
| Taser X26 | X00425725 | 1 | Sheriff's Office |
| Taser X26 | X00425741 | 1 | Sheriff's Office |
| Taser X26 | X00425748 | 1 | Sheriff's Office |
| Taser X26 | X00425750 | 1 | Sheriff's Office |
| Taser X26 | X00425764 | 1 | Sheriff's Office |
| Taser X26 | X00425766 | 1 | Sheriff's Office |
| Taser X26 | X00425769 | 1 | Sheriff's Office |
| Taser X26 | X00425774 | 1 | Sheriff's Office |
| Taser X26 | X00425804 | 1 | Sheriff's Office |
| Taser X26 | X00425807 | 1 | Sheriff's Office |
| Taser X26 | X00425814 | 1 | Sheriff's Office |
| Taser X26 | X00425825 | 1 | Sheriff's Office |
| Taser X26 | X00425828 | 1 | Sheriff's Office |
| Taser X26 | X00448913 | 1 | Sheriff's Office |
| Taser X26 | X00448923 | 1 | Sheriff's Office |
| Taser X26 | X00448928 | 1 | Sheriff's Office |
| Taser X26 | X00448930 | 1 | Sheriff's Office |
| Taser X26 | X00448939 | 1 | Sheriff's Office |
| Taser X26 | X00448966 | 1 | Sheriff's Office |
| Taser X26 | X00448969 | 1 | Sheriff's Office |
| Taser X26 | X00449024 | 1 | Sheriff's Office |
| Taser X26 | X00465198 | 1 | Sheriff's Office |

|           |           |   |                  |
|-----------|-----------|---|------------------|
| Taser X26 | X00477329 | 1 | Sheriff's Office |
| Taser X26 | X00483272 | 1 | Sheriff's Office |
| Taser X26 | X00483896 | 1 | Sheriff's Office |
| Taser X26 | X00487099 | 1 | Sheriff's Office |
| Taser X26 | X00487103 | 1 | Sheriff's Office |
| Taser X26 | X00487332 | 1 | Sheriff's Office |
| Taser X26 | X00502159 | 1 | Sheriff's Office |
| Taser X26 | X00504426 | 1 | Sheriff's Office |
| Taser X26 | X00512645 | 1 | Sheriff's Office |
| Taser X26 | X00535720 | 1 | Sheriff's Office |
| Taser X26 | X00535744 | 1 | Sheriff's Office |
| Taser X26 | X00535745 | 1 | Sheriff's Office |
| Taser X26 | X00535746 | 1 | Sheriff's Office |
| Taser X26 | X00535749 | 1 | Sheriff's Office |
| Taser X26 | X00535755 | 1 | Sheriff's Office |
| Taser X26 | X00535760 | 1 | Sheriff's Office |
| Taser X26 | X00536796 | 1 | Sheriff's Office |
| Taser X26 | X00536918 | 1 | Sheriff's Office |
| Taser X26 | X00538043 | 1 | Sheriff's Office |
| Taser X26 | X00538204 | 1 | Sheriff's Office |
| Taser X26 | X00538476 | 1 | Sheriff's Office |
| Taser X26 | X00538491 | 1 | Sheriff's Office |
| Taser X26 | X00538508 | 1 | Sheriff's Office |
| Taser X26 | X00538524 | 1 | Sheriff's Office |
| Taser X26 | X00561257 | 1 | Sheriff's Office |
| Taser X26 | X00561520 | 1 | Sheriff's Office |
| Taser X26 | X00563581 | 1 | Sheriff's Office |
| Taser X26 | X00565975 | 1 | Sheriff's Office |
| Taser X26 | x00569923 | 1 | Sheriff's Office |

|           |           |   |                  |
|-----------|-----------|---|------------------|
| Taser X26 | X00641121 | 1 | Sheriff's Office |
| Taser X26 | X00679580 | 1 | Sheriff's Office |
| Taser X26 | X00679581 | 1 | Sheriff's Office |
| Taser X26 | X00682833 | 1 | Sheriff's Office |
| Taser X26 | X00710083 | 1 | Sheriff's Office |
| Taser X26 | X0535718  | 1 | Sheriff's Office |
| Taser X26 | XCE003786 | 1 | Sheriff's Office |
| Taser X26 | xce003787 | 1 | Sheriff's Office |
| Taser X2  | x290010kx | 1 | Sheriff's Office |
| Taser X2  | X3000119A | 1 | Sheriff's Office |
| Taser X2  | X3000117C | 1 | Sheriff's Office |
| Taser X2  | x30001tha | 1 | Sheriff's Office |
| Taser X2  | x30001tk1 | 1 | Sheriff's Office |
| Taser X2  | X30002XV9 | 1 | Sheriff's Office |
| Taser X2  | X30002XV7 | 1 | Sheriff's Office |
| Taser X2  | X30002WHF | 1 | Sheriff's Office |
| Taser X2  | X30002XXW | 1 | Sheriff's Office |
| Taser X2  | X30002WHH | 1 | Sheriff's Office |
| Taser X2  | X30003CYC | 1 | Sheriff's Office |
| Taser X2  | X30003D3A | 1 | Sheriff's Office |
| Taser X2  | X30003E4P | 1 | Sheriff's Office |
| Taser X2  | X30003E63 | 1 | Sheriff's Office |
| Taser X2  | X30003E6R | 1 | Sheriff's Office |
| Taser X2  | X30003E72 | 1 | Sheriff's Office |
| Taser X2  | X30003E8Y | 1 | Sheriff's Office |
| Taser X2  | X30003E91 | 1 | Sheriff's Office |
| Taser X2  | X30003FR1 | 1 | Sheriff's Office |
| Taser X2  | X30003FTD | 1 | Sheriff's Office |
| Taser X2  | X29007ETM | 1 | Sheriff's Office |

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|             |           |   |                       |
|-------------|-----------|---|-----------------------|
| Taser X2    | X29007EDV | 1 | Sheriff's Office      |
| Taser X2    | X29007EMT | 1 | Sheriff's Office      |
| Taser X2    | X29007EF3 | 1 | Sheriff's Office      |
| Taser X2    | X29007EMR | 1 | Sheriff's Office      |
| Taser X2    | X29007EF7 | 1 | Sheriff's Office      |
| Desk chairs |           | 2 | Tax Assesor/Collector |



# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]starlahall@wilco.org - 13-11-2024          |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Capital Asset (greater than \$5000)                          |
| 1. Quantity (Mandatory):                                            | 26                                                           |
| 1. Description:                                                     | Taser X2                                                     |
| 1. Manufacturer ID #:                                               | See attached list                                            |
| 1. Oracle Asset #:                                                  | Updated in attachment                                        |
| 1. Condition of Assets:                                             | Working                                                      |
| 2. Quantity (Mandatory)::                                           | 112                                                          |
| 2. Description:                                                     | Taser X26                                                    |
| 2. Manufacturer ID #:                                               | See attached list                                            |
| 2. Oracle Asset #:                                                  | Updated in attachment                                        |
| 2. Condition of Assets:                                             | Working                                                      |
| Transferring Dept.:                                                 | Sheriff's Office                                             |
| Transferring Dept. Contact Person                                   | Starla Hall                                                  |
| Transferring Dept. Contact Ph#:                                     | 512-943-5270                                                 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ James D. Carmona 11/13/2024 1:12 PM                        |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                            |
| Purchasing Final Determination                                      | Destruction                                                  |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36058                                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]starlahall@wilco.org - 25-11-2024          |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Other                                                        |
| 1. Quantity (Mandatory):                                            | 1                                                            |
| 1. Description:                                                     | Maytag Bravo XL Dryer                                        |
| 1. Oracle Asset #:                                                  | N/A                                                          |
| 1. Condition of Assets:                                             | Non-Working                                                  |
| Transferring Dept.:                                                 | Sheriff's Office                                             |
| Transferring Dept. Contact Person                                   | Starla Hall                                                  |
| Transferring Dept. Contact Ph#:                                     | 512-943-5270                                                 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ James D. Carmona 11/25/2024 10:36 AM                       |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                            |
| Purchasing Final Determination                                      | Destruction                                                  |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36058                                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\jeff.malcolm@wilco.org - 05-12-2024        |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Other                                                        |
| 1. Quantity (Mandatory):                                            | 35                                                           |
| 1. Description:                                                     | Green 12 in spaced 25 ft light sets.                         |
| 1. Manufacturer ID #:                                               | n/a                                                          |
| 1. Oracle Asset #:                                                  | N/A                                                          |
| 1. Condition of Assets:                                             | Non-Working                                                  |
| Transferring Dept.:                                                 | Building Maintenance                                         |
| Transferring Dept. Contact Person                                   | Jeff Malcolm                                                 |
| Transferring Dept. Contact Ph#:                                     | 512-943-3308                                                 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Gina Wrehsnig 12/5/2024 11:43 AM                           |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                            |
| Purchasing Final Determination                                      | Destruction                                                  |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36058                                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f\membership\damaris.morales@wilco.org - 23-12-2024     |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Other                                                        |
| 1. Quantity (Mandatory):                                            | 5                                                            |
| 1. Description:                                                     | Verizon Mi-fi devices                                        |
| 1. Oracle Asset #:                                                  | N/A                                                          |
| 1. Condition of Assets:                                             | Working                                                      |
| 2. Quantity (Mandatory)::                                           | 1                                                            |
| 2. Description:                                                     | Dell laptop charger                                          |
| 2. Oracle Asset #:                                                  | Do not track in Oracle                                       |
| 2. Condition of Assets:                                             | Non-Working                                                  |
| 3. Quantity (Mandatory):                                            | 1                                                            |
| 3. Description:                                                     | Bunker gear coat and pat set had department name on back     |
| 3. Oracle Asset #:                                                  | N/A                                                          |
| 3. Condition of Assets:                                             | Unknown                                                      |
| 4. Condition of Assets:                                             | Unknown                                                      |
| 5. Condition of Assets                                              | Unknown                                                      |
| Transferring Dept.:                                                 | Emergency Management                                         |
| Transferring Dept. Contact Person                                   | Damaris Morales                                              |
| Transferring Dept. Contact Ph#:                                     | 5128648248                                                   |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Bruce Clements 12/23/2024 12:30 PM                         |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✗                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗                                                            |
| Purchasing Final Determination                                      | Destruction                                                  |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36043                                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]mary.greenway@wilco.org - 27-12-2024       |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Other                                                        |
| 1. Quantity (Mandatory):                                            | 2                                                            |
| 1. Description:                                                     | Desk Chairs                                                  |
| 1. Oracle Asset #:                                                  | Not tracked in oracle                                        |
| 1. Condition of Assets:                                             | Non-Working                                                  |
| Transferring Dept.:                                                 | Tax Assessor/Collector                                       |
| Transferring Dept. Contact Person                                   | Margie Sanchez                                               |
| Transferring Dept. Contact Ph#:                                     | 512-238-2146                                                 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Maritza Aragon 12/27/2024 11:06 AM                         |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                            |
| Purchasing Final Determination                                      | Auction                                                      |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36058                                                        |

## Asset Status Change

# Asset Status Change

|                                                                     |                                                              |
|---------------------------------------------------------------------|--------------------------------------------------------------|
| Title:                                                              | i:0#.f[membership]patrick.youngren@wilco.org - 31-12-2024    |
| Disposal Method:                                                    | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category:                                                   | Other                                                        |
| 1. Quantity (Mandatory):                                            | 1                                                            |
| 1. Description:                                                     | Hesco Armor Plate - Expired                                  |
| 1. Manufacturer ID #:                                               | 00171210                                                     |
| 1. Condition of Assets:                                             | Working                                                      |
| 2. Quantity (Mandatory)::                                           | 1                                                            |
| 2. Description:                                                     | Hesco Armor Plate - Expired                                  |
| 2. Manufacturer ID #:                                               | 00171271                                                     |
| 2. Condition of Assets:                                             | Working                                                      |
| 3. Quantity (Mandatory):                                            | 1                                                            |
| 3. Description:                                                     | Hesco Armor Plate - Expired                                  |
| 3. Manufacturer ID #:                                               | 00171270                                                     |
| 3. Condition of Assets:                                             | Working                                                      |
| 4. Quantity (Mandatory):                                            | 1                                                            |
| 4. Description:                                                     | Hesco Armor Plate - Expired                                  |
| 4. Manufacturer ID #:                                               | 00171270                                                     |
| 4. Condition of Assets:                                             | Working                                                      |
| 5. Quantity (Mandatory):                                            | 1                                                            |
| 5. Description                                                      | Hesco Armor Plate - Expired                                  |
| 5. Manufacturer ID #                                                | 00171273                                                     |
| 5. Condition of Assets                                              | Working                                                      |
| Transferring Dept.:                                                 | Constables 1                                                 |
| Transferring Dept. Contact Person                                   | Patrick Youngren                                             |
| Transferring Dept. Contact Ph#:                                     | PATRICK.YOUNGREN@WIL                                         |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ PATRICK K. YOUNGREN 12/31/2024 1:24 PM 1.0                 |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✘                                                            |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘                                                            |
| Purchasing Final Determination                                      | Destruction                                                  |
| Court Date:                                                         | 2/4/2025                                                     |
| Agenda Item:                                                        | 36058                                                        |

## Asset Status Change

**Commissioners Court - Regular Session****14.****Meeting Date:** 02/04/2025

VSC for Transfer

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer, including One 2016 Ford Explorer PIÙ, VIN 9153 and 1997 International 4700, VIN 8370, pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attached for details.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

JAN VSC for Transfer Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 04:49 PM

01/30/2025 08:42 AM

Started On: 01/23/2025 10:50 AM

Vehicle Status Change ☆ 🕒

|   | Department ▾             | Created ▾           | County VIN/Serial Number ▾ | Equipment Unit Number ▾ | Reason for Status ... ▾                          | Enter Agenda Date: ↓ ▾ | Make ▾        | Model ▾      | License Plate ▾ | Year ▾ |  |
|---|--------------------------|---------------------|----------------------------|-------------------------|--------------------------------------------------|------------------------|---------------|--------------|-----------------|--------|--|
|   | 551- Constable Pct 1     | 11/26/2024 10:23 AM | 1GNLCDEC9HR175571          | 1B1751                  | REACHED OPERATIONAL LIFE EXPECTANCY              | 02/04/2025             | Chevrolet     | Tahoe        | 1336400         | 2017   |  |
| ✓ | 581 - 911 Communications | 12/17/2024 10:08 AM | 1FM5K8AR1GGB89...<br>⋮ 📎 💬 | 9B1622                  | TRANSFER (complete Receiving Department section) | 02/04/2025             | Ford          | Explorer PIU | 1266176         | 2016   |  |
|   | 510 - Parks              | 12/30/2024 10:56 AM | 4XAB3FMA6J8018017          | PE1820                  | NOT MECHANICALLY SOUND                           | 02/04/2025             | Bobcat        | 3400XL       | NA              | 2018   |  |
|   | 510 - Parks              | 01/03/2025 02:27 PM | 230000600                  | PK0316                  | REACHED OPERATIONAL LIFE EXPECTANCY              | 02/04/2025             | TORO          | 3500D        | NA              | 2003   |  |
| ✓ | 882 - Fleet Services     | 01/03/2025 02:31 PM | 1HTSCABR8VH488...<br>⋮ 📎 💬 | FT9710                  | TRANSFER (complete Receiving Department section) | 02/04/2025             | International | 4700         | 1087663         | 1997   |  |



**Commissioners Court - Regular Session****15.****Meeting Date:** 02/04/2025

VSC for Auction

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152 from 01/01/2025 through 01/27/2025.

VIN 0600 2003 Toro 3500D

VIN 8444 2009 Dodge Charger

VIN 5571 2017 Chevy Tahoe

VIN 8017 Bobcat 3400XL

**Background**

Please see the attached for details.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Jan VSC for Auction

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 05:00 PM

01/30/2025 08:49 AM

Started On: 01/23/2025 04:50 PM

Vehicle Status Change ☆ 🕒

| Department ▾                                                                                           | Created ▾           | County VIN/Serial Number ▾  | Equipment Unit Number ▾ | Reason for Status ... ▾                          | Enter Agenda Date: ↓ ▾ | Make ▾        | Model ▾      | License Plate ▾ | Year ▾ |  |
|--------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|-------------------------|--------------------------------------------------|------------------------|---------------|--------------|-----------------|--------|--|
|  551 - Constable Pct 1 | 11/26/2024 10:23 AM | 1GNLCDEC9HR175...<br>⋮ 📄 🗨️ | 1B1751                  | REACHED OPERATIONAL LIFE EXPECTANCY              | 02/04/2025             | Chevrolet     | Tahoe        | 1336400         | 2017   |  |
| 581 - 911 Communications                                                                               | 12/17/2024 10:08 AM | 1FM5K8AR1GGB89153           | 9B1622                  | TRANSFER (complete Receiving Department section) | 02/04/2025             | Ford          | Explorer PIU | 1266176         | 2016   |  |
|  510 - Parks           | 12/30/2024 10:56 AM | 4XAB3FMA6J8018...<br>⋮ 📄 🗨️ | PE1820                  | NOT MECHANICALLY SOUND                           | 02/04/2025             | Bobcat        | 3400XL       | NA              | 2018   |  |
|  510 - Parks           | 01/03/2025 02:27 PM | 230000600<br>⋮ 📄 🗨️         | PK0316                  | REACHED OPERATIONAL LIFE EXPECTANCY              | 02/04/2025             | TORO          | 3500D        | NA              | 2003   |  |
| 882 - Fleet Services                                                                                   | 01/03/2025 02:31 PM | 1HTSCABR8VH488370           | FT9710                  | TRANSFER (complete Receiving Department section) | 02/04/2025             | International | 4700         | 1087663         | 1997   |  |
|  560 - Sheriffs Office | 01/09/2025 07:46 AM | 2B3KA43VX9H578...<br>⋮ 📄 🗨️ | SA0929                  | REACHED OPERATIONAL LIFE EXPECTANCY              | 02/04/2025             | DODGE         | CHARGER      | GTV4000         | 2009   |  |

**Commissioners Court - Regular Session****16.****Meeting Date:** 02/04/2025

ESD #7 Appointment of Andrew Marin to replace James Shofner

**Submitted For:** Valerie Covey**Submitted By:** Mary Perez, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on appointing Andrew Marin to the ESD #7 board to replace James Shofner for a two-year term to continue until December 31, 2026.

**Background**

ESD #7 Appointment of Andrew Marin to replace James Shofner.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Perez

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 11:00 AM

Started On: 01/28/2025 04:19 PM

**Commissioners Court - Regular Session****17.****Meeting Date:** 02/04/2025

Approval of Construction Service Agreement with Tom Arnold Drilling Contractor II, LLC for Well Repair at Florence location for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Construction Service Agreement no.2025112 with Tom Arnold Drilling Contractor II, LLC for Well Repair at 555 CR 243, Florence, TX 76527, in the amount of Thirteen Thousand, Seven Hundred Eighty-Seven dollars (\$13,787.00), and authorize the execution of the agreement.

**Background**

This is for well repair at 555 CR 243, Florence, TX 76527. The three-quote requirement was completed. Contract Audit and General Counsel reviewed. The Funding Source is 01.0200.0210.004509 and the point of contact is Christy Matoska.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Florence Well Repair - Construction Agreement\_2025.01.07

Form 1295 Tom Arnold Drilling Complete

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

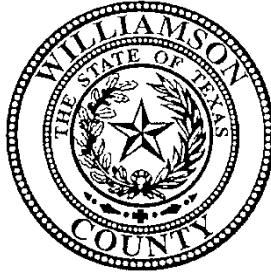
Delia Colon

**Date**

01/29/2025 04:45 PM

01/30/2025 08:38 AM

Started On: 01/21/2025 09:27 AM



## Agreement for Construction Services

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Tom Arnold Drilling Contractor II, LLC (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor for the construction of Well Repairs – Florence (hereinafter called the “Project”). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Thirteen Thousand, Seven Hundred Eighty-Seven Dollars (\$13,787.) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit “A”**, as well as any revisions made thereto.

### **ARTICLE 4 CONTRACT TIME:**

**4.1** Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within ten (10) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

### **4.2 Liquidated Damages.**

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

**4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

**4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.

**4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## **ARTICLE 5 PAYMENT:**

**5.1** Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

**6.5.1** The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

| Type of Coverage |                                                                                                                                                                         | Limits of Liability    |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| .1               | Worker's Compensation                                                                                                                                                   | Statutory              |
| .2               | Employer's Liability                                                                                                                                                    |                        |
|                  | Bodily Injury by Accident                                                                                                                                               | \$500,000 Ea. Accident |
|                  | Bodily Injury by Disease                                                                                                                                                | \$500,000 Ea. Employee |
|                  | Bodily Injury by Disease                                                                                                                                                | \$500,000 Policy Limit |
| .3               | Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |
|                  | COVERAGE                                                                                                                                                                | PER OCCURRENCE         |
|                  | Commercial General Liability (including premises,                                                                                                                       | \$1,000,000            |

completed operations  
and contractual)

Aggregate policy limits: \$2,000,000

- .4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON  | PER OCCURRENCE |
|------------------------------------|-------------|----------------|
| Bodily injury<br>(including death) | \$1,000,000 | \$1,000,000    |
| Property damage                    | \$1,000,000 | \$1,000,000    |

Aggregate policy limits No aggregate limit

- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000

- .6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
  - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- .7 Umbrella coverage in the amount of not less than \$5,000,000.



## 6.5.2 Workers' Compensation Insurance Coverage:

### 1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
  7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
  8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
    - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
    - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
    - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
    - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
      - i. a certificate of coverage, prior to the other person beginning work on the Project; and
      - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
    - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
    - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

**6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

**6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

**6.5.5** **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

**6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

**6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **ARTICLE 7 INDEMNITY:**

**7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY:**

**8.1** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**8.2** Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

## **ARTICLE 9 PREVAILING WAGE RATE:**

**9.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

**9.1.2** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

- 9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

**9.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

**9.4 Complaints of Violations of Prevailing Wage Rates.** Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

**9.5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15<sup>th</sup>) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11<sup>th</sup>) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

**9.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

**9.7 Prevailing Wage Retainage.** Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

**9.8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

## **ARTICLE 10 INTENTIONALLY DELETED**

## **ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT**

### **11.1 Termination by Contractor**

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

**11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

- 11.1.3** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

## **11.2 Termination by the Owner for Cause**

### **11.2.1** The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

**11.2.2** When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**11.2.3** When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

**11.2.4** If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the



Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **11.3 Suspension by the Owner for Convenience**

**11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

**11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

### **11.4 Termination by the Owner for Convenience**

**11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

**11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**11.4.2.1** Cease operations as directed by the Owner in the notice;

**11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**11.4.3** Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS:**

**12.1 Interest and Late Payments.** Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**12.2 Audits.** Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**12.3 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**12.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

**12.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**12.6 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

**12.7 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**12.8 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**12.9 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**12.10 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

**12.11 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**12.12 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**12.13 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:



1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Tom Arnold Drilling Contractor II, LLC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



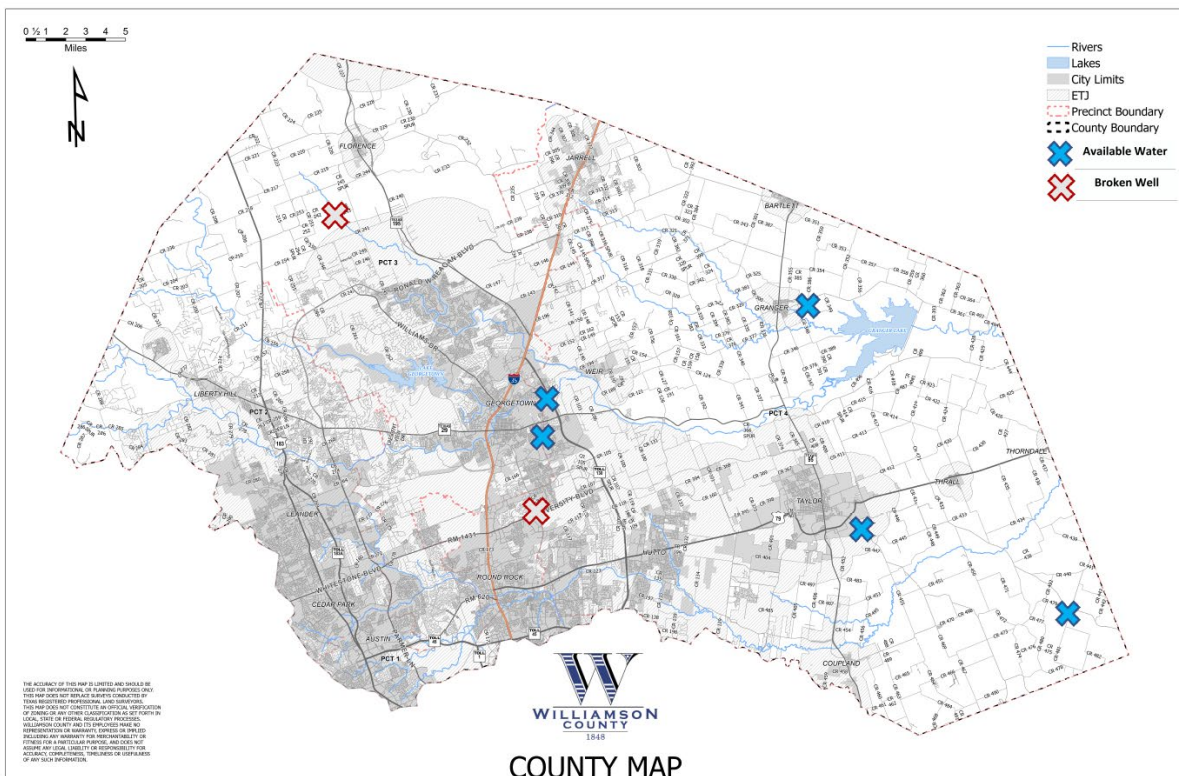
# Exhibit “A”

## Plans and Specifications

**Location of Work: 555 CR 243, Florence, TX 76527**

**Scope of Work:** Contractor shall add a new pump to the existing water well on the Owner’s property at 555 CR 243, Florence, TX 76527. The well may also need to be dug deeper to ensure that enough water can be pumped out fast enough to meet Owner’s roadwork needs. Water is used in the processing of raw and cement-stabilized base, dust control, and distribution of vegetation control. As shown on the map below, without the ability to use the Florence well, any water needed for roadwork in the northwest portion of the County must come from Georgetown, approximately 17 miles away. The Work will include the following:

| <u>QTY</u> | <u>Description</u>                   |
|------------|--------------------------------------|
| 1          | 3 HP Submersible Pump                |
| 1          | Deluxe Control Box with Pump Saver   |
| 1          | 700’ of 1 ¼” Sch 80 Drop Pipe        |
| 1          | 700’ of 6-3wg Submersible Pump Cable |
| 1          | Well Seal                            |
| 1          | Pump Installation                    |



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tom Arnold Drilling  
Round Rock, TX United States

Certificate Number:  
2025-1261645

Date Filed:  
01/28/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25.RB.002  
Water Well Repair

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
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5 Check only if there is NO Interested Party.



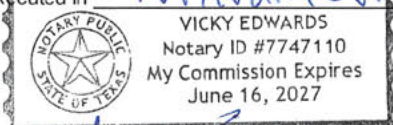
## 6 UNSWORN DECLARATION

My name is Tommy Arnold, and my date of birth is [REDACTED]

My address is [REDACTED] (street), [REDACTED] (city), TX (state), 78664 (zip code), Williamson (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 28 day of January, 2025  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2025-1261645

**Date Filed:**  
01/28/2025

**Date Acknowledged:**  
01/28/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tom Arnold Drilling  
Round Rock , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

25.RB.002  
Water Well Repair

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
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**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****18.****Meeting Date:** 02/04/2025

Approval of Construction Service Agreement with Tom Arnold Drilling Contractor II, LLC for Well Repair at Round Rock location for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Construction Service Agreement no.2025113 with Tom Arnold Drilling Contractor II, LLC for Well Repair Round Rock location, in the amount of Twenty-Nine Thousand, Nine Hundred Two dollars (\$29,902.00), and authorize the execution of the agreement.

**Background**

This is for well repair at 4901 FM 1460, Round Rock, TX 78664. The three-quote requirement was completed. Contract Audit and General Counsel reviewed. The Funding Source is 01.0200.0210.004510 and the point of contact is Christy Matoska.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Round Rock Well Repair - Construction Agreement\_2025.01.07

Form 1295 Tom Arnold Drilling RR Complete

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

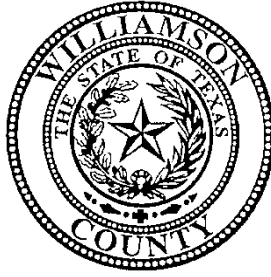
**Date**

01/29/2025 04:48 PM

01/30/2025 08:40 AM

Started On: 01/21/2025 09:28 AM





## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Tom Arnold Drilling Contractor II, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor for the construction of Well Repairs – Round Rock (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Twenty-Nine Thousand, Nine Hundred Two Dollars (\$29,902.) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

### ARTICLE 4 CONTRACT TIME:

**4.1** Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within ten (10) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

### 4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

**4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

**4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.

**4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## **ARTICLE 5 PAYMENT:**

**5.1** Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

**6.5.1** The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

|    | Type of Coverage                                                                                                                                                        | Limits of Liability    |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| .1 | Worker's Compensation                                                                                                                                                   | Statutory              |
| .2 | Employer's Liability                                                                                                                                                    |                        |
|    | Bodily Injury by Accident                                                                                                                                               | \$500,000 Ea. Accident |
|    | Bodily Injury by Disease                                                                                                                                                | \$500,000 Ea. Employee |
|    | Bodily Injury by Disease                                                                                                                                                | \$500,000 Policy Limit |
| .3 | Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |
|    | COVERAGE                                                                                                                                                                | PER OCCURRENCE         |
|    | Commercial General Liability (including premises,                                                                                                                       | \$1,000,000            |

completed operations  
and contractual)

Aggregate policy limits: \$2,000,000

- .4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON  | PER OCCURRENCE |
|------------------------------------|-------------|----------------|
| Bodily injury<br>(including death) | \$1,000,000 | \$1,000,000    |
| Property damage                    | \$1,000,000 | \$1,000,000    |

Aggregate policy limits No aggregate limit

- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000

- .6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
  - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- .7 Umbrella coverage in the amount of not less than \$5,000,000.

## 6.5.2 Workers' Compensation Insurance Coverage:

### 1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
  7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
  8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
  9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
    - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
    - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
    - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
    - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
      - i. a certificate of coverage, prior to the other person beginning work on the Project; and
      - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
    - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
    - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

**6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

**6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

**6.5.5** **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

**6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

**6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **ARTICLE 7 INDEMNITY:**

**7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,



ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY:**

**8.1** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**8.2** Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

## **ARTICLE 9 PREVAILING WAGE RATE:**

**9.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

**9.1.2** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

- 9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

**9.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

**9.4 Complaints of Violations of Prevailing Wage Rates.** Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

**9.5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15<sup>th</sup>) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11<sup>th</sup>) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

**9.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

**9.7 Prevailing Wage Retainage.** Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

**9.8 No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

## **ARTICLE 10 INTENTIONALLY DELETED**

## **ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT**

### **11.1 Termination by Contractor**

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

**11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

- 11.1.3** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

## **11.2 Termination by the Owner for Cause**

### **11.2.1** The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

**11.2.2** When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**11.2.3** When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

**11.2.4** If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **11.3 Suspension by the Owner for Convenience**

**11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

**11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

### **11.4 Termination by the Owner for Convenience**

**11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

**11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**11.4.2.1** Cease operations as directed by the Owner in the notice;

**11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**11.4.3** Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS:**

**12.1 Interest and Late Payments.** Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**12.2 Audits.** Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**12.3 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**12.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

**12.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**12.6 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

**12.7 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**12.8 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**12.9 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**12.10 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

**12.11 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**12.12 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**12.13 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:



1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications; and
3. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

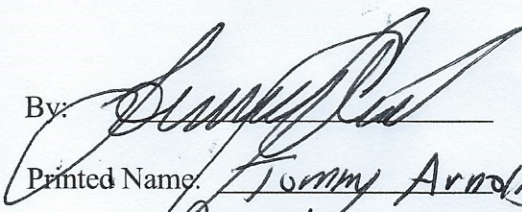
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Tom Arnold Drilling Contractor II, LLC.

By:  \_\_\_\_\_

Printed Name: Tommy Arnold

Title: President

Date: 1-14-25



## **Exhibit “A”**

### **Plans and Specifications**

**Location of Work: 4901 FM 1460, Round Rock, TX 78664**

**Scope of Work:** Contractor shall repair and deepen the water well on Owner’s property at 4901 FM 1460, Round Rock, TX 78664, which is located at the northeast corner of the intersection of FM 1460 and University Blvd. This well has a pump but is not functioning due to electrical issues. When it was functioning, it did not pump water fast enough to meet Owner’s roadwork needs possibly due to being too shallow. Water is used in the processing of raw and cement-stabilized base, dust control, and distribution of vegetation control. The Work will include the following:

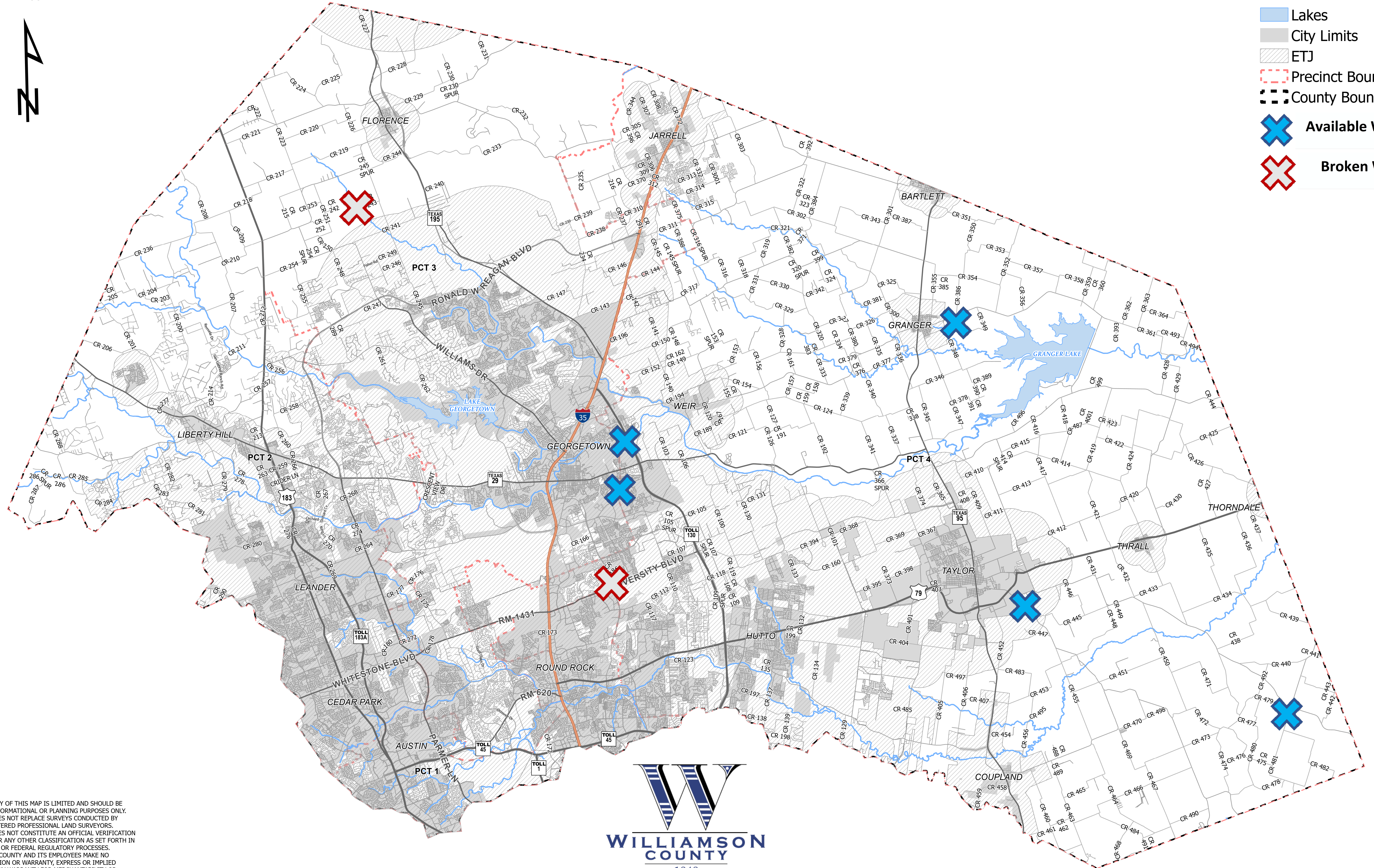
| <b><u>QTY</u></b> | <b><u>Description</u></b>                     |
|-------------------|-----------------------------------------------|
| 1                 | Remove Pump from Well                         |
| 1                 | Replace 95L 15 HP Pump                        |
| 1                 | Replace 15 HP 480 Volt Motor                  |
| 1                 | Replace VFD Drive                             |
| 1                 | Replace 315’ of Galvanized Drop Pipe          |
| 1                 | Replace 320’ of 10-3wg Submersible Pump Cable |
| 1                 | V-250 Pressure Tank                           |
| 1                 | Fitting Package                               |
| 1                 | Tank Pad                                      |
| 1                 | Install Pump Back in Well                     |



0 1/2 1 2 3 4 5  
Miles



- Rivers
- Lakes
- City Limits
- ETJ
- Precinct Boundary
- County Boundary
- Available Water
- Broken Well



THE ACCURACY OF THIS MAP IS LIMITED AND SHOULD BE USED FOR INFORMATIONAL OR PLANNING PURPOSES ONLY. THIS MAP DOES NOT REPLACE SURVEYS CONDUCTED BY TEXAS REGISTERED PROFESSIONAL LAND SURVEYORS. THIS MAP DOES NOT CONSTITUTE AN OFFICIAL VERIFICATION OF ZONING OR ANY OTHER CLASSIFICATION AS SET FORTH IN LOCAL, STATE OR FEDERAL REGULATORY PROCESSES. WILLIAMSON COUNTY AND ITS EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR ACCURACY, COMPLETENESS, TIMELINESS OR USEFULNESS OF ANY SUCH INFORMATION.



# COUNTY MAP



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tom Arnold Drilling  
Round Rock, TX United States

Certificate Number:  
2025-1261650

Date Filed:  
01/28/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25.RB.007  
Well repair

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



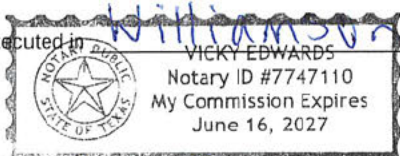
### 6 UNSWORN DECLARATION

My name is Tommy Arnold, and my date of birth is [REDACTED]

My address is [REDACTED], TX, 78664, Williamson  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 28 day of January, 2025  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2025-1261650

**Date Filed:**  
01/28/2025

**Date Acknowledged:**  
01/28/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tom Arnold Drilling  
Round Rock , TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

25.RB.007  
Well repair

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****19.****Meeting Date:** 02/04/2025

Approval of Service Contract with Siemens Industry, Inc. for Front-End Server Build for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #2025119 between Siemens Industry, Inc. and Williamson County for new Building Automated Services (BAS) Front-End Server Build, in the not-to-exceed amount of Forty Thousand, Four Hundred Ninety-Nine Dollars and Forty-Three Cents (\$40,499.43), pursuant to TIPS contract #230701 and execution of the agreement.

**Background**

This project is to build a new Building Automated Services (BAS) Front-End Server Build at the Lake Creek Annex located at 9500 N. Lake Creek Parkway, Cedar Park, TX. The proposal includes a detailed scope of work. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1045.004509 and the point of contact is Christy Matoska.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Service Contract Siemens Industry

Form 1295 Siemens Industry Inc Complete

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/29/2025 05:17 PM

01/30/2025 08:53 AM

Started On: 01/27/2025 11:27 AM

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## WILLIAMSON COUNTY SERVICE CONTRACT

(Siemens Industry, Inc.)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Siemens Industry, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of

the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be six (6) months from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Forty Thousand, Four Hundred Ninety-Nine Dollars, and Forty-Three Cents (\$40,499.43)

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| Type of Coverage         | Limits of Liability |
|--------------------------|---------------------|
| a. Worker's Compensation | Statutory           |

- b. Employer's Liability
- |                              |                            |
|------------------------------|----------------------------|
| Bodily Injury by Accident    | \$500,000 Ea. Accident     |
| Bodily Injury by Disease     | \$500,000 Ea. Employee     |
| <br>Bodily Injury by Disease | <br>\$500,000 Policy Limit |
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE                                                                                      | PER PERSON  | PER OCCURRENCE |
|-----------------------------------------------------------------------------------------------|-------------|----------------|
| Comprehensive General Liability<br>(including premises, completed operations and contractual) | \$1,000,000 | \$1,000,000    |
| Aggregate policy limits:                                                                      | \$2,000,000 |                |

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON         | PER OCCURRENCE |
|------------------------------------|--------------------|----------------|
| Bodily injury<br>(including death) | \$1,000,000        | \$1,000,000    |
| Property damage                    | \$1,000,000        | \$1,000,000    |
| Aggregate policy limits            | No aggregate limit |                |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

## V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind



whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

#### **IX.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

#### **X.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### **XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

#### **XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

#### **XIV.**

**No Assignment:** Service Provider may not assign this Contract.

#### **XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

## **XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## **XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## **XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## **XXI.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. Proposal #9335567, and being marked **Exhibit "A"**;
- B. TIPS Contract #230701; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

## XXII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

### WILLIAMSON COUNTY:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

Date: \_\_\_\_\_, 20\_\_\_\_

ADDENDUM 1  
ATTACHED HERETO IS  
INCORPORATED HEREIN AND MADE A  
PART HEREOF BY THIS REFERENCE.

### SERVICE PROVIDER:

\_\_\_\_\_  
Siemens Industry, Inc  
Name of Service Provider  
*Mike DeHart*      *Electronically signed by: Mike  
DeHart  
Date: Jan 20, 2025 09:47 CST*

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mike Dehart – Area Manager  
Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

*MT*

*Electronically signed by:  
Melvin Tetteh  
Date: Jan 21, 2025 10:47 CST*

\_\_\_\_\_  
Melvin Tetteh – FBA Area Manager  
006Mz00000JAw9RIAT      5200981587

**Addendum 1 to Service Contract ("Contract")  
between  
Williamson County, Texas ("County")  
and  
Siemens Industry, Inc. ("Service Provider")  
Dated: January 6, 2025**

Contractor and Subcontractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Agreement conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control:

**VI. INDEMNIFICATION – is replaced with:** "Subcontractor agrees to indemnify, hold harmless and defend Contractor from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which Contractor may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages"), to the extent such Damages are caused directly by the negligence or willful misconduct of Subcontractor. This indemnification represents and shall be the sole indemnification obligation of Subcontractor under the Document."

**Consequential Damages. is added as new** "NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CONTRACTOR NOR SUBCONTRACTOR SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE."

**Limitation of Liability. Is added as new** "SUBCONTRACTOR'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE INSURANCE LIMITS UNDER THIS AGREEMENT."

**Insurance Requirements.** "Anything in the contract documents notwithstanding, Subcontractor's sole obligation with respect to insurance shall be to provide Commercial General Liability on an occurrence basis with a limit of \$1,000,000 (\$10,000,000 general aggregate), Automobile Liability \$2,000,000 combined single limit, and Workers Compensation/Employer Liability \$1,000,000. Contractor (and other specific entities, if any, designated by Contractor) shall be included as additional insureds to the General Liability/Automobile Liability policies. A certificate of insurance shall be issued to the Contractor that evidences the above insurance and which provides for thirty (30) days written notice to the certificate holder by U.S. mail should any of the policies be cancelled before the policy expiration date. Except in the event of a court order or litigation, it is expressly understood and agreed that Subcontractor shall not be obligated to provide copies of its insurance policies to Contractor or Owner as part of this Agreement."

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

The parties agree that this Addendum modifies the Agreement between the parties dated and is incorporated therein by this reference.

Contractor:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Subcontractor: **Siemens Industry, Inc.**

By: Mike DeHart Electronically signed by: Mike DeHart  
Date: Jan 20, 2025 09:47 CST

Name: Mike Dehart – Area Manager

By: MT Electronically signed by: Melvin Tetteh  
Date: Jan 21, 2025 10:47 CST

Name: Melvin Tetteh – FBA Area Manager

**Exhibit “A”  
Quote/Proposal**

**PROPOSAL**

County of Williamson - Cedar Park 9500 N. Lake Creek Parkway - Design Front-End Server Build

**PREPARED BY**

Siemens Industry, Inc. ("Siemens")

**PREPARED FOR**

County of Williamson - Cedar Park 9500 N. Lake Creek Parkway

**DELIVERED ON**

November 27, 2024

Rev 01

**SMART BUILDINGS**

# Transforming the Everyday



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    Pricing Summary ..... 6

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    Signature Page ..... 8



Contact Information

|             |                   |
|-------------|-------------------|
| Proposal #: |                   |
| Date:       | November 27, 2024 |

|                  |                                                      |
|------------------|------------------------------------------------------|
| Sales Executive: | Michael Nicoletta                                    |
| Branch Address:  | 12515-7 Research Blvd, Suite 250<br>Austin, TX 78759 |
| Telephone:       | (512) 945-7607                                       |
| Email Address:   | michael.nicoletta@siemens.com                        |

|                                |                                                              |
|--------------------------------|--------------------------------------------------------------|
| Customer Contact:              | County of Williamson - Cedar Park                            |
| Customer:                      | County of Williamson - Cedar Park 9500 N. Lake Creek Parkway |
| Address:                       | 9500 North Lake Creek Parkway                                |
|                                | Austin, TX 78717                                             |
|                                |                                                              |
| Services shall be provided at: | County of Williamson - Cedar Park                            |
|                                | 9500 North Lake Creek Parkway, Austin, TX 78717              |

TIPS 230701

## Scope of Work

Siemens is pleased to present our proposal to build a new BAS front-end server for the County of Williamson ("WilCo") Cedar Park location, 9500 North Lake Creek Parkway, Austin, Texas, 78717. The overall scope of work entails the following deliverables:

- 1) Siemens shall [install](#) Siemens' Desigo CC software, [equipped with the below q\(3\) client licenses](#) and Siemens Desigo CC BA point license. [NOTE: WilCo IT shall provide and spin up their own virtual server where Desigo CC will reside. Appropriate specifications for this server shall be provided by Siemens to WilCo IT before work commences.](#)
  - Provide new Desigo CC software license for Desigo CC 7.0 - valid for (1) year
  - Supply a 1,500 Desigo CC BA point license with [a total of \(3\) client licenses](#)
  - Checkout and commissioning of the Desigo front-end graphical interface (AHUs, CUP and [q\(10\) VAV Zones Only](#))
    - [As part of this proposed Scope of Work, a precon job walk will be conducted to locate location of said q\(10\) zones \(VAVs + room t-stats\) that will be brought into Desigo CC](#)
  - Training on-site by a licensed Siemens BAS Specialist Technician on the functionality of the Desigo CC software front-end
- 2) Siemens shall migrate the existing database for Desigo CC compatibility
- 3) Siemens shall update controller firmware revisions, as required, for Desigo CC compatibility
- 4) Siemens shall [assist WilCo in locating the appropriate q\(6\) network drops to WilCo's IDF. WilCo shall terminate into network switches \(said switches provided by WilCo IT\)](#)
  - Any required network drops and network cable runs shall be performed by WilCo's IT Group
  - [As part of this proposed Scope of Work, a precon job walk will be conducted to locate the appropriate location of said q\(6\) network drops](#)

By implementing and executing the above deliverables, the WilCo Cedar Park facility will gain access to control and/or monitor the site's existing (9) Air Handling Units, the Central Plant equipment, [and specific zones of the q\(10\) VAVs + room t-stats.](#)

## Scope of Work – Clarifications, Inclusions & Exclusions

### Clarifications:

- WilCo shall provide Siemens with appropriate Bomgar log-in information for the virtual server in order for Siemens to be able to access the Desigo CC front-end when needed
- 485 cabling/wire for the aforementioned q(10) VAV Zones zones is assumed to be functional and intact. If that is not the case, Siemens and WilCo shall discuss scope of work to re-wire said non-functional 485 cabling/wire

### Inclusions:

- Coordination, startup and daily checkout with WilCo POC as it pertains to the aforementioned scope of work
- Scope of work to be executed during Normal working hours (Mon-Fri 730am-430pm)
- Demonstration and witnessing of the functioning installation to the owner
- Warranty – (1) year parts
- Technician-led operator training on Desigo CC navigation will be supplied at the end of project completion

### Exclusions:

- WilCo IT shall provide a new virtual server with monitor and associated hardware. Said virtual server will house Siemens' Desigo CC software front-end and the software front-end will be stood up by Siemens
- All remaining terminal device(s) graphics and floor plans - less the q(10) VAV Zones stated previously - are not included in this scope
- All existing TEC's, DEM's, MEC's, VFD's, and/or any & all existing controls, HVAC and/or mechanical equipment shall remain "as is"
- All existing BAS database call-outs to TxDOT (in the BAS database programming, sequence of operation, point names, controller names, etc. etc.) shall remain as-is.
  - This scope is exclusive of changing aforementioned TxDOT nomenclature to WilCo. SIE can accomplish this naming convention change via a separate project and separate PO#.
- Required network drops and network cable runs shall be performed by WilCo's IT Group
- Desigo CC shall reside on the network provided by WilCo
- No changes to the existing BAS database as it pertains to graphic additions/modifications and/or sequence of operation programming logic additions/modifications
- Non-Siemens equipment integration functionality to the Siemens BAS is excluded
- Any/all repairs of existing issues and/or required work from other trades is excluded from this scope of work

Pricing Summary

| Pricing Summary   | Sell Price   |
|-------------------|--------------|
| Total Quote Price | \$ 40,499.43 |

This price is fixed and firm through January 31, 2025

Taxes are not included.

Terms & Conditions Link(s)

| Terms and Conditions (Click to download)                                                                       |  |
|----------------------------------------------------------------------------------------------------------------|--|
| <a href="#">Terms &amp; Conditions (Unrestricted)</a><br>(www.siemens.com/standard-terms-project-unrestricted) |  |

**Price Escalation.** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

| Click on addendum below to read/download                                                    |
|---------------------------------------------------------------------------------------------|
| <a href="#">Monitoring</a><br>(www.siemens.com/monitoring-addendum)                         |
| <a href="#">Online Backup and Data Protection</a><br>(www.siemens.com/data-backup-addendum) |
| <a href="#">UBM or Utility Procurement</a><br>(www.siemens.com/ubm-addendum)                |
| <a href="#">Software License Warranty</a><br>(www.siemens.com/software-license-addendum)    |
| <a href="#">Consulting</a><br>(www.siemens.com/rider-consulting)                            |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Siemens Industry, Smart Infrastructure  
Austin, TX United States

Certificate Number:  
2025-1260698

Date Filed:  
01/24/2025

Date Acknowledged:

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

TIPS # 230701  
automation services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is Mike DeHart, and my date of birth is [REDACTED].

My address is [REDACTED] TX 78642 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County County, State of Texas, on the 24 day of Jan, 2025.  
(month) (year)

*Mike DeHart*

Digitally signed by Dehart Michael  
DN: cn=Dehart Michael, c=DE,  
o=Siemens,  
email=mike.dehart@siemens.com  
Date: 2025.01.24 13:52:32 -06'00'

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2025-1260698

**Date Filed:**  
01/24/2025

**Date Acknowledged:**  
01/27/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Siemens Industry, Smart Infrastructure  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

TIPS # 230701  
automation services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****20.****Meeting Date:** 02/04/2025

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Laurie Hull Osborn-Herbert) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Order for Interment

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 04:18 PM

Started On: 01/29/2025 03:36 PM



STATE OF TEXAS                   §  
                                             §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Laurie Hull Osborn-Herbert)**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Laurie Hull Osborn-Herbert (SSN xxx-xx-0178) passed away on December 8, 2024, at the age of 81, at her residence located in Georgetown, Williamson County.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.*, permanent disposition of remains by entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 4th day of February 2025.

---

Hon. Bill Gravell  
Williamson County Judge

**Commissioners Court - Regular Session****21.****Meeting Date:** 02/04/2025

Recognizing Mike Knipstein's retirement from Williamson County EMS

**Submitted For:** Bill Zito**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on recognizing Mike Knipstein's retirement and 30 years of dedicated service to Williamson County EMS.

**Background**

Emergency Services would like to recognize the retirement of EMS Director Mike Knipstein and his dedicated 30 years of service to Williamson County employees and its citizens.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Damaris Morales

Final Approval Date: 01/27/2025

**Reviewed By**

Andrea Schiele

**Date**

01/27/2025 04:13 PM

Started On: 01/23/2025 01:00 PM

**Commissioners Court - Regular Session****22.****Meeting Date:** 02/04/2025

Rules of Procedure, Conduct &amp; Decorum Updates

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on adopting revised versions of the Williamson County Commissioners Court's Rules of Procedure, Conduct and Decorum and Public Participation Form.

**Background**

The Williamson County Constable Precinct No. 3 has been serving as the Commissioners Court's Bailiff. The proposed revised Rules of Procedure, Conduct and Decorum designate the Williamson County Sheriff's Office as the Commissioners Court's Bailiff. Additional minor edits and clarifications were made to both the Rules of Procedure, Conduct and Decorum and Public Participation Form.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Commissioners Court Rules of Procedure, Conduct and Decorum  
Public Participation Form

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/22/2025

**Reviewed By**

Delia Colon

**Date**

01/22/2025 04:04 PM

Started On: 01/22/2025 03:30 PM

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**ORDER SETTING  
RULES OF PROCEDURE, CONDUCT, AND DECORUM  
AT MEETINGS OF THE  
COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Constitution, article V, § 18 (providing that commissioners court shall “exercise such powers and jurisdiction over all county business”), the Texas Local Government Code, §§ 81.022 & 81.023 (setting forth process and contempt powers of the commissioners court “for the proper execution of its powers and duties and enforcement of its jurisdiction”), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to “enforce any law that is reasonably necessary to protect the public health”), and the common law granting the County authority to regulate facilities and the public health and safety, the Commissioners Court of Williamson County finds that it is necessary to impose reasonable policies pertaining to meetings of the Williamson County Commissioners Court.

**IT IS THEREFORE ORDERED THAT** the following policies for the enforcement of Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court (hereinafter also referred to as the “Commissioners Court”) are hereby adopted:

- I. All Regular, Special, Emergency, Working and Executive Session Meetings of the Commissioners Court will be called and conducted in accordance with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551.
- II. Unless otherwise amended or provided by the Commissioners Court, the Commissioners Court normally meets on Tuesdays at 9:30 a.m. in the Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 Main Street, Georgetown, Texas. The Regular Term or Regular Meeting day of the week of the Commissioners Court shall be each Tuesday of every month and all other meetings or sessions of Commissioners Court shall be Special Terms or Special Meetings. Tex. Loc. Gov’t Code § 81.005(g)-(h). Each meeting notice will be approved by the County Judge and posted at the Williamson County Courthouse and on [https://agenda.wilcotx.gov/agenda\\_publish.cfm](https://agenda.wilcotx.gov/agenda_publish.cfm) pursuant to the procedures listed in the Texas Open Meetings Act, Texas Government Code, Chapter 551.
- III. With the exception of executive sessions (aka, "closed meetings"), all meetings of the Commissioners Court are open to the public and to representatives of the media. Executive sessions of the Commissioners Court are not open to the public or media and only individuals requested or ordered to attend are allowed to attend.

- A. The business of Williamson County is conducted by and between the members of the Commissioners Court and by those members of the County staff, elected officials, department heads, consultants, experts and/or members of the public requested to be present and participate. While the public is invited to attend all open meetings of the Commissioners Court, participation is limited to that of observer unless a member(s) of the public is requested to address the Commissioners Court on an issue(s) or as otherwise set out herein.
- B. Each member of the public who desires to appear before the Commissioners Court to address the Commissioners Court must fully complete a Public Participation Form and submit it to the Commissioners Court's Bailiff at least ten (10) minutes prior to the beginning of the Commissioners Court's meeting.
- C. Each member of the public who appears before the Commissioners Court shall state his/her name, city of residence and county of residence for the record of the Commissioners Court.
- D. Public Comment Period for County Matters **Not** on a Meeting's Agenda:
  - 1. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Commissioners Court regarding matters pertaining to or affecting Williamson County **but that do not appear as an Agenda Item on a meeting's Agenda.**
  - 2. Each member of the public who desires and is recognized to appear before the Commissioners Court during such Public Comment Period shall be limited to a maximum of two (2) minutes to make his/her remarks.
  - 3. The maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Commissioners Court during such period, shall be limited to ten (10) minutes. In the event that more than five (5) members of the public wish to speak during the Public Comment Period, then time allocated to members of the public recognized to speak will, to the extent possible, be divided equally amongst the members of the public wishing to speak during the Public Comment Period. However, in matters of exceptional interest, the Commissioners Court may, by majority vote of the members of the Commissioners Court in attendance at the meeting, lengthen the maximum overall discussion time allowed for the Public Comment Period.
  - 4. The Commissioners Court may only discuss issues that are properly posted on a meeting's Agenda as an Agenda Item. Thus, the Commissioners Court may not discuss matters addressed during the Public Comment Period since such matters do not appear on the meeting's Agenda.

E. Public Comments Regarding Agenda Items On a Meeting's Agenda:

1. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding an Agenda Item that is on a meeting's Agenda shall be limited to a maximum of three (3) minutes to make his/her remarks.
2. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding more than one (1) Agenda Item on a meeting's Agenda shall be limited to a cumulative maximum of five (5) minutes to make his/her remarks for all such Agenda Items.
3. The maximum overall public discussion time allowed on any Agenda Item, regardless of the number of members of the public wishing to address the Commissioners Court on a particular Agenda Item, shall be limited to thirty (30) minutes. In the event that more than ten (10) members of the public wish to address a particular Agenda Item, then time allocated to members of the public recognized to speak shall, to the extent possible, be divided equally between those members of the public wishing to speak in favor of the particular Agenda Item and those members of the public wishing to speak in opposition to the particular Agenda Item. However, in matters of exceptional interest, the Commissioners Court may, by majority vote of the members of the Commissioners Court in attendance at the meeting, lengthen the maximum overall public discussion time allowed on a particular Agenda Item.

F. The Executive Assistant of the County Judge or such other designated representative of the Commissioners Court shall maintain time for each public speaker.

G. **While it is the intention of the Commissioners Court to provide open access to citizens of Williamson County, members of the public are advised that the Commissioners Court is a Constitutional Court with both judicial and legislative powers, created under Article V, § 1 & § 18 of the Texas Constitution. Members of the public shall conduct themselves with proper respect in speaking before the Commissioners Court.** By adoption of these Rules of Procedure, Conduct, and Decorum, the Commissioners Court is not prohibiting lawful public criticism of the Commissioners Court, including criticism of any act, omission, policy, procedure, program, or service of the Commissioners Court. However, the Commissioners Court is not a forum to publicly demean any group or individual. Accordingly, the Commissioners Court will not allow any profane, insulting, demeaning or threatening language directed toward the Commissioners Court and/or any group or individual, nor tolerate any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals.

H. Proper attire for men, women and children is mandatory. Inappropriate attire includes, but is not limited to, items such as cutoffs; tank tops; muscle shirts; shorts; clothing with suggestive, offensive, vulgar, racist, homophobic, sexist pictures, slogans or depictions; provocative clothing styled or worn to provoke, distract or disrupt; barefoot; or flip-flops.

- I. To prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, individuals shall not display or bring into the Commissioners Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court.

**IV. Any member of the public that is not properly attired or who does not conduct themselves according to the guidelines and rules set out herein will be subject to the following orders, sanctions and possible prosecution:**

- A. Cancellation of a speaker's remaining speaking time;**
- B. Removal from the Commissioners Courtroom;**
- C. Denial of entry into the Commissioners Courtroom;**
- D. Refusal to abide by the Commissioners Court's order and/or continued disruption of the meeting may result in a Contempt of Court citation issued under Tex. Loc. Gov't Code § 81.023.**
- E. Filing of charges and prosecution under the following sections of the Texas Penal Code:**

**Texas Penal Code § 42.05. Disrupting Meeting or Procession.**

**(a) A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.**

**(b) An offense under this section is a Class B misdemeanor.**

**Texas Penal Code § 38.13. Hindering Proceedings by Disorderly Conduct.**

**(a) A person commits an offense if he *intentionally* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance.**

**(b) A person commits an offense if he *recklessly* hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.**

**(c) An offense under this section is a Class A misdemeanor.**

- F. Such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.**

- V. The County Judge is the presiding officer of the Commissioners Court and is a fully participating member thereof. As presiding officer of the Commissioners Court, the County Judge is responsible for conducting all meetings. In the event of absence of the County Judge, the senior member of the Commissioners Court present (in terms of total number of years as an elected member of the Commissioners Court) shall serve as the Judge Pro-Tem, although such senior member may delegate this duty to another member of the Commissioners Court. Except as otherwise authorized by the Commissioners Court, the County Judge shall be the presumptive signatory of the Commissioners Court and, in



the County Judge's absence, the senior member of the Commissioners Court present (in terms of total number of years as an elected member of the Commissioners Court) shall act as the presumptive signatory of the Commissioners Court.

- VI. The Williamson County Sheriff and/or his/her designated deputies shall serve as the Bailiff at all Regular, Special, Executive and Work Sessions; Emergency Meetings; and Public Hearings of the Commissioners Court. In the event of the absence of the Williamson County Sheriff and his/her deputies, the Commissioners Court's presiding officer shall appoint such other commissioned peace officers to serve as Bailiff as may be necessary.
- VII. At the discretion of the Commissioners Court, town meetings, working sessions and public hearings may be conducted. The Rules of Procedure, Conduct, and Decorum set out herein shall apply to such meetings; provided, however, supplemental and/or modified rules may be adopted at the discretion of the Commissioners Court in order to conduct such meetings in an orderly, efficient, and proper manner.
- VIII. The Commissioners Court recognizes the concept of "ceremonial deism" as a reasonable usage in compliance with constitutional principles on the grounds that the practice is longstanding, has historical significance, and its religious impact is minimal and nonsectarian. Williamson County does not endorse or advance any one, or disparage any other, faith or belief. In line with local customs, history, morals, and application of ceremonial deism, Williamson County fully recognizes legislative prayer, use of "In God We Trust" as the national motto, use of the words "under God" to pledges of allegiance, legislative resolutions honoring local churches, groups, and charitable organizations that contribute to the public good, and any other acceptable use of ceremonial deism without establishing or endorsing any one religion or violating the free will of the people with regard to their individual beliefs.
- IX. Special Press & Media Rules:
  - A. No media personnel or equipment, including lights, cameras or microphones will be located on the Commissioners Court bench nor closer than five (5) feet in front of the Commissioners Court bench during meetings.
  - B. Reporters and media technicians are required to structure their movements, equipment (including set-up, take-down, and adjustments, etc.) in a manner that does not disrupt deliberations or the ability of the public to see, hear, and participate in the proceedings.
  - C. Except as otherwise authorized by the presiding officer of the Commissioners Court, interviews shall be conducted outside the Commissioners Courtroom during the time the Commissioners Court is in session, as well as during times in which Court's session is in recess.
  - D. Media interviews which are conducted outside the Commissioners Courtroom must be conducted in a manner that the interview does not disturb, impede or disrupt the Commissioners Court's proceedings at any time.

- X. **ACCESSIBILITY AND ACCESSIBILITY STATEMENT FOR DISABLED PERSONS:** Entry by the public into the Commissioners Courtroom shall be made only at the designated entry points. The Commissioners Court's meeting site is accessible to disabled persons as follows:

Entrance to the Courthouse is accessible through the south entrance of the Williamson County Courthouse. A wheelchair ramp provides access to the south entrance. The Commissioners Courtroom is on the second floor, and there is a working elevator in the building. If any special assistance or accommodations are needed in order to attend a Commissioners Court meeting, please contact the Office of the County Judge at (512) 943-1550 or the Commissioners Court's Bailiff in advance so that *reasonable* accommodations can be arranged.

- XI. **TRANSLATED PUBLIC TESTIMONY:** In the event the Commissioners Court is not using simultaneous translation equipment in a manner that allows the Commissioners Court to hear a translated public testimony simultaneously, any member of the public who addresses Court through a translator shall be given at least twice the amount of time as a member of the public who does not require the assistance of a translator in order to ensure that non-English speakers receive the same opportunity to address the Commissioners Court. The maximum overall public discussion time allowed on a particular Agenda Item or for a Public Comment Period shall be increased as necessary in order to comply with this provision.
- XII. **ANIMALS IN COMMISSIONERS COURTROOM:** No animals other than an "assistance animal" or "service animal" (as those terms are defined by Texas Human Resources Code, Chapter 121, and the Americans with Disabilities Act) used by individuals with disabilities shall be allowed in the Commissioners Courtroom. An animal that provides only comfort or emotional support to a person is not a "service animal" or "assistance animal" under state or federal law and, thus, is not allowed in the Commissioners Courtroom.
- XIII. These Rules of Procedure, Conduct, and Decorum at Meetings of the Commissioners Court shall supplant any prior Rules of Procedure, Conduct and Decorum and shall be effective immediately upon adoption by the Commissioners Court and shall remain in full force and effect until amended or repealed by a majority vote of the Commissioners Court.

**ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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**Bill Gravel, Jr.,  
Williamson County Judge**

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**Terry Cook  
Commissioner, Pct. 1**

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**Valerie Covey  
Commissioner, Pct. 3**

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**Cynthia Long  
Commissioner, Pct. 2**

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**Russ Boles  
Commissioner, Pct. 4**

# WILLIAMSON COUNTY COMMISSIONERS COURT

## PUBLIC PARTICIPATION FORM

**NOTE:** By submitting this request to address the Williamson County Commissioners Court (the "Commissioners Court"), I agree to state my name, city and county of residence for the Commissioners Court's record and to comply with the Rules of Procedure, Conduct and Decorum at Meetings of the Williamson County Commissioners Court (the "Rules"). I understand the Commissioners Court is not a proper forum to publicly demean any group or individual and that the use of any profane, insulting, demeaning or threatening language directed toward the Commissioners Court and/or any group or individual and/or the use of any slurs or epithets relating to race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals will not be tolerated. I also understand that in order to prevent distractions and interruptions to the orderly business being conducted by the Commissioners Court, I shall not display or bring into the Commissioners Courtroom items including, but not limited to signs; placards; posters; photographs; flags; personal property structures or personal property items other than personal effects, notebooks, laptops and personal devices; or other related items unless such items are requested by the Commissioners Court for demonstration purposes in relation to a specific Agenda Item being considered by the Commissioners Court. I acknowledge and agree that, if I fail to conduct myself according to the Rules, the remainder of my speaking time may be cancelled; I may be removed from the meeting; receive a Contempt of Court citation pursuant to Chapter 81 of the Texas Local Government Code; be charged under Texas Penal Code Section 42.05 (Disrupting Meeting or Procession); be charged under Texas Penal Code Section 38.13 (Hindering Proceedings By Disorderly Conduct); lose my speaking privileges; and/or receive any such other civil and/or criminal sanctions as may be authorized under the Constitution, Statutes, and Codes of the State of Texas.

**(PLEASE PRINT CLEARLY)**

**PRINTED NAME OF SPEAKER:** \_\_\_\_\_

**PRINTED NAME OF INTERPRETER (If Applicable):** \_\_\_\_\_

**SPEAKER'S HOME ADDRESS:** \_\_\_\_\_, \_\_\_\_\_

**SPEAKER'S COUNTY OF RESIDENCE:** \_\_\_\_\_

**Do you wish to speak on a specific Agenda Item that is on today's Agenda? Yes: \_\_\_ No: \_\_\_**

**If yes, specify the Agenda Item Number and state if you are for or against such Agenda Item:**  
**Agenda Item No.** \_\_\_\_\_ **For:** \_\_\_\_\_ **Against:** \_\_\_\_\_

**Do you wish to speak about a matter relating to Williamson County that IS NOT an Agenda Item on today's Agenda? Yes: \_\_\_\_\_ No: \_\_\_\_\_**

**If yes, please generally describe the county matter that you wish to speak on:**

\_\_\_\_\_  
\_\_\_\_\_

**Submittal Deadline:** In order to address the Commissioners Court and to prevent delays to the efficient operation of the Commissioners Court, this form must be completely filled out, signed and submitted to the Bailiff of the Commissioners Court at least ten (10) minutes prior to the beginning of the Commissioners Court's meeting on the day that you wish to address the Commissioners Court.

**By signing below, I swear under penalty of perjury that the information I have provided above is true and accurate to the best of my knowledge, information and belief.**

**Signature of Speaker:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Procedure for Public Participation:**

1. Fill out Public Participation Form completely and submit to Bailiff of the Commissioners Court;
2. Wait for the County Judge or Presiding Officer to call your name to approach the speaker's table;
3. State your name, your city and county of residence clearly into the speaker's table microphone
4. You will have the time allowed by the Rules to address the Commissioners Court

**Commissioners Court - Regular Session****23.****Meeting Date:** 02/04/2025

CTRMA Appointment - Heather Gaddes

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on reappointment of Heather Gaddes to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors, for a two-year term beginning February 1, 2025, and ending on January 31, 2027.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/27/2025

**Reviewed By**

Andrea Schiele

**Date**

01/27/2025 04:15 PM

Started On: 01/23/2025 05:38 PM

**Commissioners Court - Regular Session****24.****Meeting Date:** 02/04/2025

BJA COSSUP Grant

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an agreement with Bluebonnet Trails Community Services (BTCS) for residential withdrawal management treatment with funding provided through the Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Grant 14198183 to expand evidence-based substance use treatment and aftercare services effective October 1, 2024 to September 30, 2027.

**Background**

The Commissioners Court accepted the COSSUP grant on December 17, 2024. The grant funding will help expand evidence-based substance-use treatment and aftercare service in Williamson County for adults and adolescents experiencing or recovering from a substance-use disorder. Bluebonnet Trails Community Services will oversee the grant and connect individuals in need of substance abuse treatment and services to providers. Funding to YHF will help support 12-step recovery support groups for persons graduating from residential withdrawal management programs, to help them maintain sobriety and prevent relapse. This agreement is a follow-up to the approved grant award and has been reviewed by legal, contract audit, and the auditor's office.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Signed Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 03:08 PM

Started On: 01/29/2025 01:38 PM

**AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND BLUEBONNET TRAILS COMMUNITY SERVICES  
FOR RESIDENTIAL WITHDRAWAL MANAGEMENT TREATMENT**

**WITH FUNDING FROM:  
THE BUREAU OF JUSTICE ASSISTANCE (BJA)  
COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM (COSSUP) GRANT AWARD**

This Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and Bluebonnet Trails Community Services (“BTCS”), a Texas Certified Community Behavioral Health Clinic (T-CCBHC), (collectively, the “Parties”), and shall be effective on October 1, 2024 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, the COUNTY has applied for and received a Notice of Funding Award from the federal Bureau of Justice Assistance (BJA) Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) Grant 14198183 to implement Expanding Evidence-Based Substance Use Treatment and Aftercare Services project in Williamson County, Texas; and

WHEREAS, the purpose of the awarded residential withdrawal management treatment project is to reduce overdose fatalities and promote sustained recovery from substance use among Williamson County residents; and

WHEREAS, the primary beneficiaries of the project include adults and adolescents in Williamson County who are experiencing or recovering from a substance use disorder, especially individuals who are uninsured or underinsured; and

WHEREAS, the secondary beneficiaries include their family members, employers, and the community as a whole; and

WHEREAS, the awarded project activities include securing residential withdrawal management bed days for individuals in crisis with an assessed medical need for this level of care; linking individuals graduating from these residential withdrawal management programs to ongoing treatment and recovery supports; and ongoing participation in a Williamson County Crisis Response Coalition.

THEREFORE, the Parties agree as follows:

**I.  
GENERAL OVERVIEW**

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, BTCS’s efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

BTCS, will provide access to withdrawal management treatment for Williamson County residents who are uninsured or underinsured and in need of the intensive level of substance use treatment. Withdrawal

management treatment will be contracted by BTCS to qualified providers meeting the unique needs of an individual.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

## II. PAYMENT

The COUNTY shall make available an amount of up to **\$1,271,056 (ONE MILLION, TWO HUNDRED SEVENTY-ONE THOUSAND, FIFTY-SIX DOLLARS)** for the three-year term of the BJA COSSUP grant award to BTCS from the COUNTY's BJA COSSUP FUNDS to reimburse BTCS for expenses related to eligible uses of COSSUP FUNDS as outlined in the BJA COSSUP Notice of Funding Award in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. BTCS is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. List with non-identifiable information that includes number of clients assisted with substance use withdrawal management
- iii. General Ledger (monthly, generated from BTCS's accounting system) coinciding with RFR
- iv. Timesheets and Payroll Reports (monthly, generated from BTCS's payroll system) if budget included personnel
- v. Invoices of all other expenditures
- vi. Proof of payment of all expenditures

## III. TERM/TERMINATION

This Agreement shall become on the Effective Date and shall continue in full force and effect until September 30, 2027 unless terminated earlier in accordance with this Agreement. If at any time this agris suspended or revoked, or if BTCS becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and BTCS must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if BTCS fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or



- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, BTCS shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, BTCS agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a “Force Majeure Event”), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

#### IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, BTCS may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, BTCS must submit a written request to COUNTY and receive written approval of same.

#### V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, BTCS will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

BTCS shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements

- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

## VI. MONITORING

BTCS agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between BTCS and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of BTCS's obligations to COUNTY under this Agreement. The BTCS agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the BTCS with reasonable advance notice of intended audits. The BTCS must provide records within ten (10) business days or a mutually agreed upon timeline. BTCS may withhold any information that it is mandated to withhold to comply with state or federal law.

## VII. ALLOWABLE COSTS

COUNTY payment to BTCS does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid is ineligible for reimbursement, the BTCS will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by BTCS are allowable and eligible for reimbursement. If COUNTY has paid funds to BTCS for unallowable or ineligible costs, COUNTY will notify BTCS in writing, and BTCS shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to BTCS to offset reimbursement for any unallowable or ineligible expenditure that BTCS has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

## VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If BTCS, within BTCS' fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, BTCS shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, BTCS must request disposition instructions from the COUNTY.

#### X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

BTCS shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements, funding award terms and conditions and compliance related to the BJA COSSUP grant award. BTCS shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

#### XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

BTCS is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. BTCS agrees to maintain an active registration in the System for Award Management (SAM.gov)

#### XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

#### XIII.

## SUBCONTRACTING AUTHORITY

BTCS may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. BTCS agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

### XIV. DOCUMENTATION

BTCS shall keep and maintain, for a period not less than five (5) years after the end date of this Agreement, any and all records relating to use of the BJA COSSUP award funds described herein.

### XV. FORM 1295 COMPLIANCE

BTCS acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

### XVI. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County:

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

BTCS

Bluebonnet Trails Community Services  
c/o Chief Executive Officer  
1009 North Georgetown Street  
Round Rock, Texas 78664

XVII.  
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVIII.  
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

**COUNTY:**

**Williamson County, Texas**

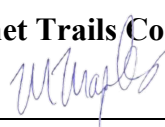
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_

**BTCS:**

**Bluebonnet Trails Community Services**

  
\_\_\_\_\_  
Authorized Signature

**Mike Maples**

\_\_\_\_\_  
Printed Name

Date: 1-28 \_\_\_\_\_, 2025

**APPENDIX A – Scope of Services**  
Bluebonnet Trails Community Services  
Residential Withdrawal Management Treatment  
Funded through the BJA COSSUP Grant Award

Major activities of this investment include:

For underinsured/uninsured persons triaged by BTCS and found to require the intensive level of Residential Withdrawal Management services provided by a qualified provider for wellbeing and safety of person and/or community, BTCS commits to the following BJA COSSUP grant expectations:

- Expected annual outcomes include connecting 75-100 persons to contracted residential withdrawal management facilities; and
- Developing an aftercare plan for at least 90% of those served to ensure persons are connected to ongoing recovery supports, giving them the best chance to avoid crisis relapse; and
- Receiving required monthly data from Yellow House Foundation according to the expectations of Williamson County; and
- Reporting monthly outcomes realized by BTCS and Yellow House Foundation to Williamson County; and
- Completing outcome reporting requirements to the BJA grant administrator according to the expectations of the COSSUP Grant Award.

To fulfill the awarded activities and outcomes, COUNTY will ensure BTCS has access to the BJA portal assigned to COUNTY for data entry.

As the local mental health authority serving Williamson County, Texas, BTCS will contract with qualified residential withdrawal management programs and authorize bed days for uninsured/underinsured Williamson County residents who demonstrate medical necessity for this level of care. BTCS will also:

- Provide a Project Coordinator to oversee data collection and reporting of grant performance by BTCS and Yellow House Foundation to COUNTY on a monthly basis and to the BJA, according to grant expectations;
- Provide care coordination and discharge planning for individuals served by residential withdrawal management facilities; and
- Maintain monthly participation in the Williamson County Crisis Response Coalition.

**APPENDIX B – Program or Project Budget/Allowable Expenses**

Bluebonnet Trails Community Services  
Residential Withdrawal Management Treatment  
Funded through the BJA COSSUP Grant Award

**BTCS RESIDENTIAL WITHDRAWAL MANAGEMENT TREATMENT BUDGET:**

The BJA COSSUP grant funding through COUNTY supports the activities described within Appendix A, Scope of Work.

**Total 3 Year Period: \$1,271,056**

**Annual Award to BTCS:**

Year 1: \$423,686

Year 2: \$423,685

Year 3: \$423,685

COUNTY contracts with BTCS, for the following:

| <b>Description of Funded Activities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Total Year 1</b> | <b>Total Year 2</b> | <b>Total Year 3</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|---------------------|
| A 50% FTE Project Coordinator/Care Coordinator serving in the BTCS's Utilization Management Department dedicated to Project Management and Care Coordination activities for the BJA COSSUP Grant project including: data collection, report writing, quarterly development of data sets, discharge planning, processing bed day extension requests, documenting all correspondence with the qualified provider and individual served in the electronic medical record, receiving and uploading discharge records from BTCS -operated and/or contracted residential withdrawal management facilities/hospitals into the electronic health record, conducting 7-day discharge follow-up calls, and providing care coordination to grant program participants who encounter barriers to accessing ongoing treatment. | \$46,760            | \$46,760            | \$46,760            |
| BTCS will negotiate and manage residential withdrawal management with qualified providers to pay for bed days for Williamson County residents who are uninsured/underinsured.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$376,926           | \$376,925           | \$376,925           |
| <b>Total Funding through BJA COSSUP Award</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$423,686</b>    | <b>\$423,685</b>    | <b>\$423,685</b>    |

**Commissioners Court - Regular Session****25.****Meeting Date:** 02/04/2025

City of Hutto Request for \$100,000 of funding from the Williamson County Community Recreation Facility Fund

**Submitted For:** Russ Boles**Submitted By:** Kelley Hernandez, Commissioner Pct.  
#4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a funding request from the City of Hutto for \$100,000 of funding from the Williamson County Community Recreation Facility Fund to construct a Veteran's Memorial adjacent to the City Hall in Hutto, Texas.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Hutto Acknowledgement & Agreement  
Veterans Memorial Construction Plans  
Veterans Memorial Wilco Power Point

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hernandez

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 12:59 PM

Started On: 01/28/2025 02:03 PM



**Date:** 1/27/2025, 2025



CONSTRUCTION PLANS FOR  
**VETERANS MEMORIAL**  
**AT CITY HALL**  
500 W LIVE OAK STREET  
HUTTO, TEXAS 78634  
August 27, 2024

PREPARED FOR

CITY OF HUTTO

MAYOR

MIKE SNYDER

CITY MANAGER

JAMES EARP

MAYOR PRO TEM

PETER GORDON

PARKS DIRECTOR

JEFFREY WHITE

CITY COUNCIL

BRIAN THOMPSON

DAN THORNTON

RANDAL CLARK

EVAN PORTERFIELD

AMBERLEY KOLAR

CITY ENGINEER

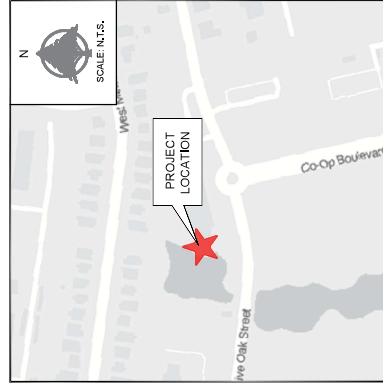
MATTHEW RECTOR

CAPITAL IMPROVEMENT

PLAN MANAGER

PATRICIA DAVIS

VICINITY MAP



8/27/2024



SHEET INDEX

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| SL-1   | SITE LAYOUT                       |
| G-1    | GRADING PLAN                      |
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| MP-1   | MEMORIAL PLAZA PLAN I             |
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| CD-1   | CONSTRUCTION DETAILS I            |
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| LI-1   | IRRIGATION PLAN                   |
| LI-2   | IRRIGATION DETAILS                |





**AT CITY HALL**  
500 W LIVE OAK STREET  
LITTLE ROCK, AR 72201

own:  
acked:

### Revision History

Case Number: 24-0177  
e: 8/27/2024

## GENERAL NOTES

# GN-1

## PAVING / DRAINAGE NOTES:

- NO EARTH-DISTURBING ACTIVITIES SHALL COMMENCE UNTIL ALL PERMITS HAVE BEEN OBTAINED AND PERMITTER ENDS OF CONTRACT MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS, CONDITIONS AS WELL AS ANY SPECIAL REQUIREMENTS PERTAINING TO SUCH PERMITS IN CONNECTION WITH CONSTRUCTION ACTIVITY.
- CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRIOR TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO GRADING STAKES.
- CONTRACTOR SHALL VERIFY LOCATION AND VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, MANHOLES, AND OTHER UTILITIES PRIOR TO CONSTRUCTION.
- ALL UTILITIES FROM SEWER STRUCTURES SHALL BE GROUTED WITH NON-SHrink GROUT TO ASSURE A WATER TIGHT JUNT.
- ALL DRAINAGE STRUTS, BRIMS AND STORM SEWER PIPES LOCATED IN PAVED OR OTHER VEHICULAR AREAS SHALL MEET HEAVY DUTY TRAFFIC LOADS AND BE INSTALLED ACCORDINGLY.
- ACCESSIBLE ROADS SHALL HAVE A RUNNING SLOPE OF MAX. 5.0% AND CROSS SLOPE OF MAX. 2.0% PER TAS REQUIREMENTS.
- REPAIR CONTRACT SHALL BE IN ACCORDANCE WITH THE NETWORK SPECIFICATIONS & DETAILS.
- IF THE CONTRACTOR RELOCATES BENCHMARK WITH A NEW BENCHMARK, IT SHALL BE LOCATED WITHIN A TOLERANCE OF 0.010 FEET.
- CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT WHERE APPLICABLE.
- CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS OR DRIVEWAYS WHERE APPLICABLE.
- CONTRACTOR SHALL MAINTAIN ELEVATIONS AS NECESSARY TO ASSURE A SMOOTH RIDE AND CONTINUOUS GRADE WITH DRAINAGE.
- DRAINAGE SHALL BE MAINTAINED AWAY FROM FOUNDATIONS, BOTH DURING AND AFTER CONSTRUCTION.
- ALL EARTHWORK AND PAVING OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS PER THE GEOTECHNICAL REPORT (SEE PROJECT MANUAL) AND ANY CHANGES TO THE DESIGN SHALL BE IN WRITTEN FORM, DATED PRIOR TO START OF WORK.
- PAVING SHALL BE DONE IN ONE PASS AND TO THE FINISHED SURFACE. CONTRACTOR SHALL ADJUST ROUGH GRADING AS NEEDED TO ACCOUNT FOR IMPORT MATERIALS.
- PAVING AND DRAINAGE IMPROVEMENTS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS, WHERE ANY QUESTIONS ARISE AS TO THE INTERPRETATION OF THE STANDARDS OF DESIGN PLEASE CONTACT THE CONSULTANT.
- FIRE LINES SHALL MEET FIRE CODE REQUIREMENTS.
- LANDSCAPE / IRRIGATION NOTES
- ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY SPECIFICATIONS AND ORDINANCES.
- THE CONTRACTOR IS REQUIRED TO GRASS ALL AREAS DISTURBED BY CONSTRUCTION.
- AT COMPLETION OF THE PAVING AND FINAL GRADING, THE DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLAN.
- ALL PROPOSED PLANTS SHALL BE TYPED ON THE GROUND AND APPROVED BY CONSULTANT BEFORE BEING PLANTED.
- ALL PLANTING BEDS SHALL HAVE A MIN. DEEP HARDWOOD MULCH.
- ALL LAWN AREAS SHALL BE SPRAYED WITH HERBICIDE. CROISS DISCED AND DRAGGED UNTIL SMOOTH PRIOR TO SEEDED.
- IRRIGATION SYSTEM IS BASED ON ASSUMED PIPE AT THE PROPOSED BACKSIGHT. CONTRACTOR SHALL VERIFY THAT ADEQUATE FVS AVAILABLE AFTER METER BE INSTALLED AND NOTIFY CONSULTANT IF FIT.
- SPRINKLER AND VALVE LOCATIONS ARE TO SCALE. PIPE LOCATIONS ARE DIAGRAMATIC.
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- COORDINATE ALL MAINLINE AND LATERAL PIPE INSTALLATION LOCATIONS WITH ELECTRICAL PLANS AND ADJUST AS NECESSARY.
- IRRIGATION CONTROLLERS ARE TO BE PLACED IN THE LOCATIONS SHOWN ON THE PLANS. COORDINATE W/ELECTRICAL DRAWINGS FOR CONTROLLER LOCATION A POWER SOURCE LOCATION.
- EXCEPT AS OTHERWISE PROVIDED, THE CONTRACTOR SHALL PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES AND FEES AND GIVE ALL NOTICES NECESSARY & INCIDENTAL, TO THE DUE LAWFUL PROSECUTION OF THE WORK.
- CONTRACTOR SHALL NOTIFY PERMIT FERTILITY UTILITY COMPANIES 48 HOURS PRIOR TO CONSTRUCTION FOR CURRENT UTILITY LOCATIONS. EXTREME CARE SHALL BE EXERCISED IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO ANY UTILITIES.
- PARTS, UNITS, THE WORK COMPLETED IN WRITING BY OWNERS, PERSON DAMAGE & THEFT - REPAIRS ALL DAMAGED OR STOLEN PARTS.
- THE CONTRACTOR SHALL NOTIFY IMMEDIATELY THE BROWNSVILLE DIVISION OF THE CHANGING HEIGHT IN CONCORDS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR IRREGULARITIES IN THE AREAS DIMENSIONS EXIST THAT MIGHT NOT BE CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING SUCH OBSTRUCTIONS.
- ALL PRES UNDER WALKWAYS AND DRIVEWAYS SHALL BE BELIEVED.

## LANDSCAPE / IRRIGATION NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY SPECIFICATIONS AND ORDINANCES.
2. THE CONTRACTOR IS REQUIRED TO GRASS ALL AREAS DISTURBED BY CONSTRUCTION.
3. AT THE COMPLETION OF THE PAVING AND FINAL GRADING, THE DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS.
4. ALL PROPOSED PLANTS SHALL BE STOCKED ON THE GROUND AND APPROVED BY CONSULTANT BEFORE BEING PLANTED.
5. ALL PLANTING BEDS SHALL HAVE A MINIMUM DEEP DRAINAGE SLOPE.
6. ALL LAWN AREAS SHALL BE SPRAYED WITH HERBICIDE. CROSS SECTIONED AND DISCARDED UNTIL SMOOTH PRIOR TO SEEDING.
7. IRRIGATION SYSTEM IS BASED ON ASSUMPTIONS AT THE PROPOSED BACKFLOW. CONTRACTOR SHALL VERIFY THAT ASSUMPTIONS ARE CORRECT AND MAKE ANY NECESSARY ADJUSTMENTS.
8. SPRINKLER AND VALVE LOCATIONS ARE TO SCALE. PIPE LOCATIONS ARE INDICATIVE.
9. ALL SPRINKLER HEADS SHALL BE SET PER SPECIFICATION TO FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
10. COORDINATE ALL MAINLINE AND LATERAL PIPE INSTALLATION LOCATIONS WITH ELECTRICAL PLANS AND ADJUST AS NECESSARY.
11. IRRIGATION CONTROLLERS ARE TO BE PLACED AT THE LOCATIONS SHOWN ON THE PLANS. COORDINATE WITH ELECTRICAL PLANS FOR OVERLAP OF WORK. THE CONTRACTOR SHALL PRODUCE ALL PERMITS AND UTILITIES. ANY CHANGES AND FEES SHALL BE GIVEN A NOTICES NECESSARY & INCIDENTAL TO THE NEW LAWN PROSECUTION OF THE WORK.
12. CONTRACTOR SHALL NOTIFY NECESSARY UTILITY COMPANIES 48 HOURS BEFORE CONSTRUCTION FOR EXISTING UTILITY LOCATIONS. EXTREME CARE SHALL BE EXERCISED IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION & CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO ANY UTILITIES.
13. THE CONTRACTOR SHALL AT ALL TIMES PROTECT THE WORK FROM DAMAGE & THEFT & REPAIR ALL DAMAGE OR STEAL DAMAGES UNTIL THE WORK IS COMPLETED AND ACCEPTED BY OWNER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NEIGHBORHOOD OR TO ANY OTHER FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR INTERFERENCE IN THE AREAS DIMENSIONED EXIST THAT MIGHT NOT BE CONSIDERED IN THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO OR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REPAIRS NECESSARY.
15. ALL PILES UNDER WALKWAYS AND DRIVEWAYS SHALL BE SAVED.

### UTILITY NOTES:

1. ALL WATER AND SEWER IMPROVEMENTS SHALL BE DESIGNED, CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS AND CITY STANDARD DETAILS.
2. ALL WATER MAINS AND SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN THE MINIMUM SPACING REQUIREMENTS SET FORTH IN THE CITY STANDARD SPECIFICATIONS. WHERE THE MINIMUM SPACING REQUIREMENTS SET FORTH IN THE CITY STANDARD SPECIFICATIONS ARE NOT ACHIEVED, THE FOLLOWING GUIDELINES SHALL APPLY:
  - A. WHERE A SANITARY SEWER PARALLELS A WATERLINE, THE SEWER SHALL BE CONSTRUCTED AT LEAST ONE FOOT ABOVE THE WATERLINE. IF THE WATERLINE IS INSTALLED IN A TRENCH, THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.
  - B. WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR STEEL, THE WATERLINE SHALL BE INSTALLED AT LEAST ONE MINIMUM OF 6 INCHES ABOVE THE SEWER. IF THE WATERLINE IS CONSTRUCTED OF CONCRETE PIPE, THE SEWER SHALL BE INSTALLED AT LEAST ONE MINIMUM OF 6 INCHES ABOVE THE WATERLINE. WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.
  - C. WHERE A SEWER CROSSES UNDER A WATERLINE AND THE SEWERS ARE CONSTRUCTED OF ASBESTOS PIPE, SIMILAR REINFORCED PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH GASKETED JOINTS, A MINIMUM TWO FOOT CLEARANCE SHALL BE MAINTAINED. WHERE THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON OR STEEL, THE SEWER SHALL BE INSTALLED AT LEAST ONE MINIMUM OF 6 INCHES ABOVE THE WATERLINE. WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.
  - D. WHERE A SEWER CROSSES OVER A WATERLINE, ALL PORTIONS OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PAC PIPE WITH A PROCEEDURE. THE NEW CONVEYANCE MAIN SHALL BE INSTALLED AT LEAST ONE MINIMUM OF 6 INCHES ABOVE THE WATERLINE. THE EXISTING CONVEYANCE MAIN SHALL BE REINFORCED. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT ONE FEET INTERVALS WITH BRACERS OR BE FILLED TO THE SPRING LINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CONSTRUCTED OF CONCRETE OR CAST IRON.
  - E. WHERE THE EXISTING CONVEYANCE MAIN IS REINFORCED WITH CAST IRON OR STEEL, THE EXISTING CONVEYANCE MAIN SHALL BE REINFORCED WITH CAST IRON OR STEEL. THE SEWER SHALL BE INSTALLED ABOVE THE SEWER A MINIMUM OF TWO FEET VERTICALLY AND FOUR FEET HORIZONTALLY. SHOULD EXCAVATION FOR THE WATERLINE PRODUCE SUPERFACINGS IN OR OUT OF THIS PARAGRAPH.
  - F. THE SEWER NEED NOT BE CUT WHERE A NEW WATERLINE IS TO CROSS OVER BY 7 FEET OR MORE EXISTING SEWER SHOWING NO EVIDENCE OF LEAKAGE. SHOULD EXCAVATION FOR THE WATERLINE PRODUCE EXISTING SEWER LEAKS OR LEAKING, THEN THE SEWER MUST BE REPAIRED OR REPLACED AS DESCRIBED IN SUBPARAGRAPHS C OR D.
3. ALL VALVE BOXES SHALL BE FURNISHED AND SET ON EACH OUTLET VALVE. AFTER THE FINAL CLAMP AND ALIGNMENT HAS BEEN COMPLETED, THE CONTRACTOR UTILITY SHALL POUR A CONCRETE BLOCK 2'X2'X2' AROUND ALL VALVE BOX TOPS SO THAT THE TOP OF BOX IS LEVEL WITH THE FINISHED GRADE.
4. ALL WATER LINES SHALL BE INSTALLED WITH A MINIMUM 18" SEPARATION BETWEEN STORM SEWER OF EIGHTEEN (18") INCHES OR MORE. WHERE THE SEWER IS INSTALLED IN A TRENCH, THE SEWER SHALL BE INSTALLED AT LEAST ONE MINIMUM OF 6 INCHES ABOVE THE WATERLINE. WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.
5. ALL WATER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS AND CITY STANDARD DETAILS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS AND CITY STANDARD DETAILS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO.
6. PRE-HYDRANTS SHALL BE CITY APPROVED AND COLOR CODED.
7. ALL GATE VALVES AND FITTINGS SHALL BE CITY APPROVED.
8. ALL MATERIALS AND FITTINGS FOR ALL PROPOSED UTILITY LINES AND APPURTENANCES SHALL COMPLY WITH THE REQUIREMENTS IN THE SPECIFICATIONS.
9. CONTRACTOR SHALL ADVISE ALL NEUT UTILITY, COORDINATE INSPECTION WITH APPROPRIATE AUTHORITIES PRIOR TO THE CONSTRUCTION OF THE UTILITY. THE CONTRACTOR SHALL CONSULT ALL RELEVANT TESTS TO THE SATISFACTION OF THE OWNERS INSPECTING AUTHORITY.
10. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID COLLISIONS AND ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE CITY UTILITY DEPARTMENT AS TO LOCATION AND SCHEDULING OF THE CONNECTIONS PRIOR TO CONNECTING TO EXISTING UTILITIES.
11. MEASUREMENTS SHALL BE TO CENTER LINE OF PIPE OR FITTING OR TO CENTER OF MANHOLE.
12. THE ELEVATION OF MANHOLES CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED GRADE. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN UNPAVED AREAS SHALL BE 6 INCHES ABOVE FINISHED GRADE, UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITY MAINS IN CONFLICT WITH NON-SHRINKING GROUT TO ASSURE CONNECTION IS WATER TIGHT.
14. CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITY MAINS IN CONFLICT WITH PROPOSED UTILITIES AS PART OF THE BASE BIDS OR FOR ALL KNOWN OR UNKNOWN LINES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL LINES TO BE INSTALLED BY THE UTILITY COMPANIES.
16. IF ROCK IS ENCOUNTERED IN THE TRENCH, ROCK SPILLS SHALL NOT BE USED IN THE TRENCH. THE TRENCH SHALL BE BOUGHT OUT WITH QUALITY BACKFILL PER THE TECHNICAL SPECIFICATIONS.
17. BACKFILL FOR UTILITY LINES SHALL BE CAREFULLY PLACED SO THAT IT WILL BE STABLE. WHERE UTILITY LINES PASS UNDER EXISTING TRENCHES, THE BACKFILL SHALL BE INSPECTED DURING THE EXCAVATION PROCESS TO ENSURE INCREASEABLE FILL IS NOT USED.

## GENERAL CONSTRUCTION NOTES

- [illegible]

EROSION CONTROL NOTES

1. EROSION CONTROL MEASURES SHALL BE REQUIRED DURING ALL PHASES OF CONSTRUCTION AND MAINTAINED TO PREVENT EROSION OF THE SITE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED THAT MAY BE SHOWN ON THE PLANS.
2. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND IMPLEMENTING A STORMWATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH THE TIDES.
3. CONTRACT SHALL STATE INSTALLATION OF ALL SLOPES STEEPER THAN 3:1 GRASS. CONTRACTOR SHALL PLACE FOUR (4) INCHES OF TOPSOIL, LOOSELY ON ALL AREAS DISTURBED BY GRADING OPERATIONS UNLESS OTHERWISE SPECIFIED. TOPSOIL SHALL BE STORED IN A COVERED AREA TO PREVENT DRYING AND EROSION. TOPSOIL SHALL MAINTAIN SAME PLANT HEALTHY STAND OF GRASS AS OBTAINED. THE SPECIFIC PLANT MATERIALS PROPOSED TO PROTECT PLANT AND EXCAVATED SLOPES SHALL BE SUITABLE FOR USE UNDER LOCAL CLIMATE AND SOIL CONDITIONS. A GENERAL WEEDY TYPE OR RESCUE GRASS MAY BE PLANTED DURING TIMES OTHER THAN THE SUMMER MONTHS AS A TEMPORARY MEASURE UNTIL SUCH TIME AS THE PERMANENT PLANTING CAN BE MADE.
4. WHEN AREAS ARE COMPLETED, TEMPORARY SEDIMENT BARRIERS SHALL BE INSTALLED.
  - a. AT COMPLETION OF THE PAVING AND FINIAL GRADING, THE DISTURBED AREAS) SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS.
  - b. SILT FENCE AND SILT SEDIMENT BARRIERS SHALL REMAIN IN PLACE UNTIL REVEGETATION HAS BEEN COMPLETED.
5. DISTURBED AREAS THAT ARE DISSEED OR SOODED SHALL BE CHECKED PERIODICALLY TO SEE THAT GRASS COVERAGE IS PROPERLY MAINTAINED. DISTURBED AREAS SHALL BE WATERED, FERTILIZED, AND RESEEDED OR RE-SOODED IF NECESSARY.
6. THERE IS TO BE ONE CONCRETE WASHOUT PIT LOCATED ON THE SITE. THE LOCATION OF THIS WASHOUT PIT IS TO BE DETERMINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROPERLY DISPOSE OF ALL EXCESS CONCRETE MATERIAL.
7. LOCATION OF CONSTRUCTION DEPOSITS SHALL BE PLACED IN FIELD AND APPROVED BY THE ENGINEER.
  - a. THE CONTRACTOR WILL BE REQUIRED TO FILE A NOTICE OF INTENT (NOI) PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MONITOR SITE EROSION THROUGHOUT THE CONSTRUCTION PROCESS. ONCE THE PROJECT IS COMPLETED, THE CONTRACTOR SHALL FILE THE REQUIRED NOTICE OF TERMINATION (NOT) WITH THE EPA.
  - b. ALL WASTE MATERIALS EXISTING (EXISTING) EXISTING (EXISTING) HAZARDOUS SOLID WASTE, CONCRETE WASTE, ETC. SHALL

DEMOLITION NOTES:

- NO EARTH-ADJACENT ACTIVITIES SHALL COMMENCE UNTIL ALL PERMITTER EROSION CONTROL MEASURES ARE IN PLACE IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN SITE MAP OF EROSION CONTROL PLAN AND THE SPECIFICATIONS.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH ALL REGULATIONS GOVERNING THE DEMOLITION REMOVAL, TRANSPORTATION, AND DISPOSAL OF ALL DEMOLITION DEBRIS.
- THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS FOR DEMOLITION OF STRUCTURES.
- NOTES: 1. ALL DEMOLITION ACTIVITIES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND SHALL BE BEHIND INSURING.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND DETERMINING THE EXTENT OF EXISTING IMPROVEMENTS TO BE REMOVED FROM THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANIES ON THE DISCONNECTION OR TERMINATION OF ANY UTILITIES SERVING THIS AREA.
- ALL FENCING AND OTHER MANMADE ELEMENTS, ETC., WITHIN CONSTRUCTION AREA, UNLESS OTHERWISE IDENTIFIED, SHALL BE REMOVED BY THE CONTRACTOR.
- REMOVAL OF ANY TREES OTHER THAN THOSE SPECIFIED IN THESE PLANS SHALL BE COORDINATED WITH THE OWNER. THIS REMOVAL SHALL INCLUDE THE ROOT BALL OF THE TREES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED DEDICATION PERMITS.
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED DEDICATION PERMITS.
2. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION REGARDING DEDICATION, SITE PREPARATION AND BACKFILL FOR THE PROJECT.



HUTTO, TEXAS 78634

Job Number: 24-017  
Date: 8/27/2024

# DM-1



| Time (days) | Number of eggs per female |
|-------------|---------------------------|
| 0           | 0                         |
| 20          | 2                         |
| 40          | 4                         |
| 60          | 6                         |
| 80          | 10                        |
| 100         | 18                        |

Know what's below.  
Call before you dig.



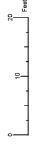
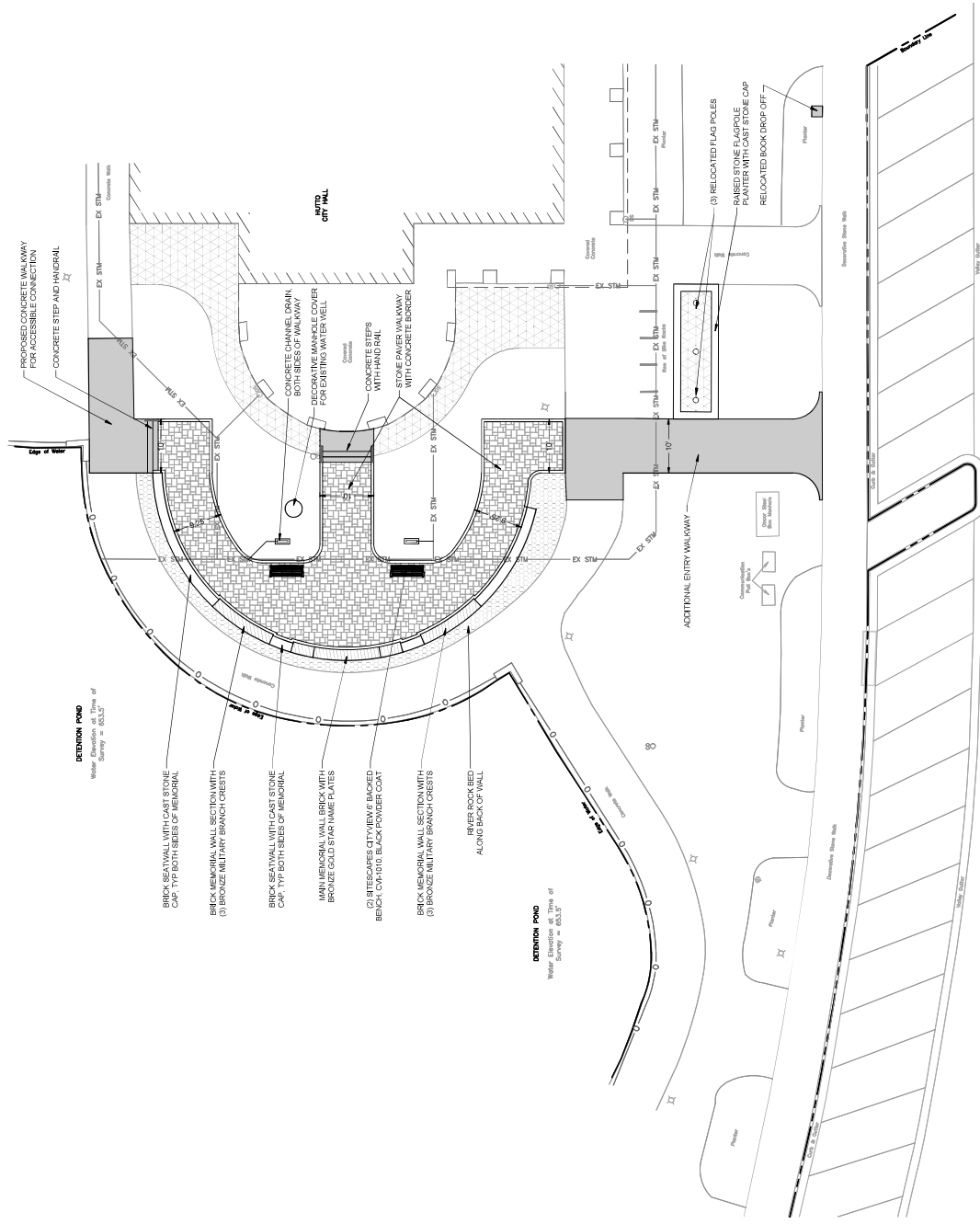
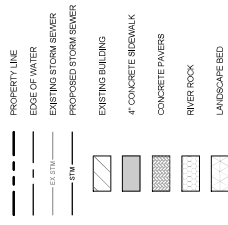


| SITE FURNITURE INFORMATION |                                                                          |                                                            |
|----------------------------|--------------------------------------------------------------------------|------------------------------------------------------------|
| QTY                        | PRODUCT                                                                  | CONTACT INFORMATION                                        |
| 2                          | SITESCAPES CITYVIEW 6 BACKED<br>BENCH CMH-010 COLOR-BLACK<br>POWDER COAT | Hannah Jacobs<br>hannah@sitescapescorp.com<br>402.202.4269 |

## SITE FURNITURE INFORMATION

| QTY | PRODUCT                                                                    | CONTACT INFORMATION                                          |
|-----|----------------------------------------------------------------------------|--------------------------------------------------------------|
| 2   | SITESCAPES CITYVIEW 6" BACKED<br>BENCH CVA-1010 COLOR-BLACK<br>POWDER COAT | Hannah Jacobs<br>hannah@sitescapesonline.com<br>402.202.4289 |

## LEGEND



## SITE LAYOUT

# SL-1

Job Number: 24-017  
Date: 8/27/2024

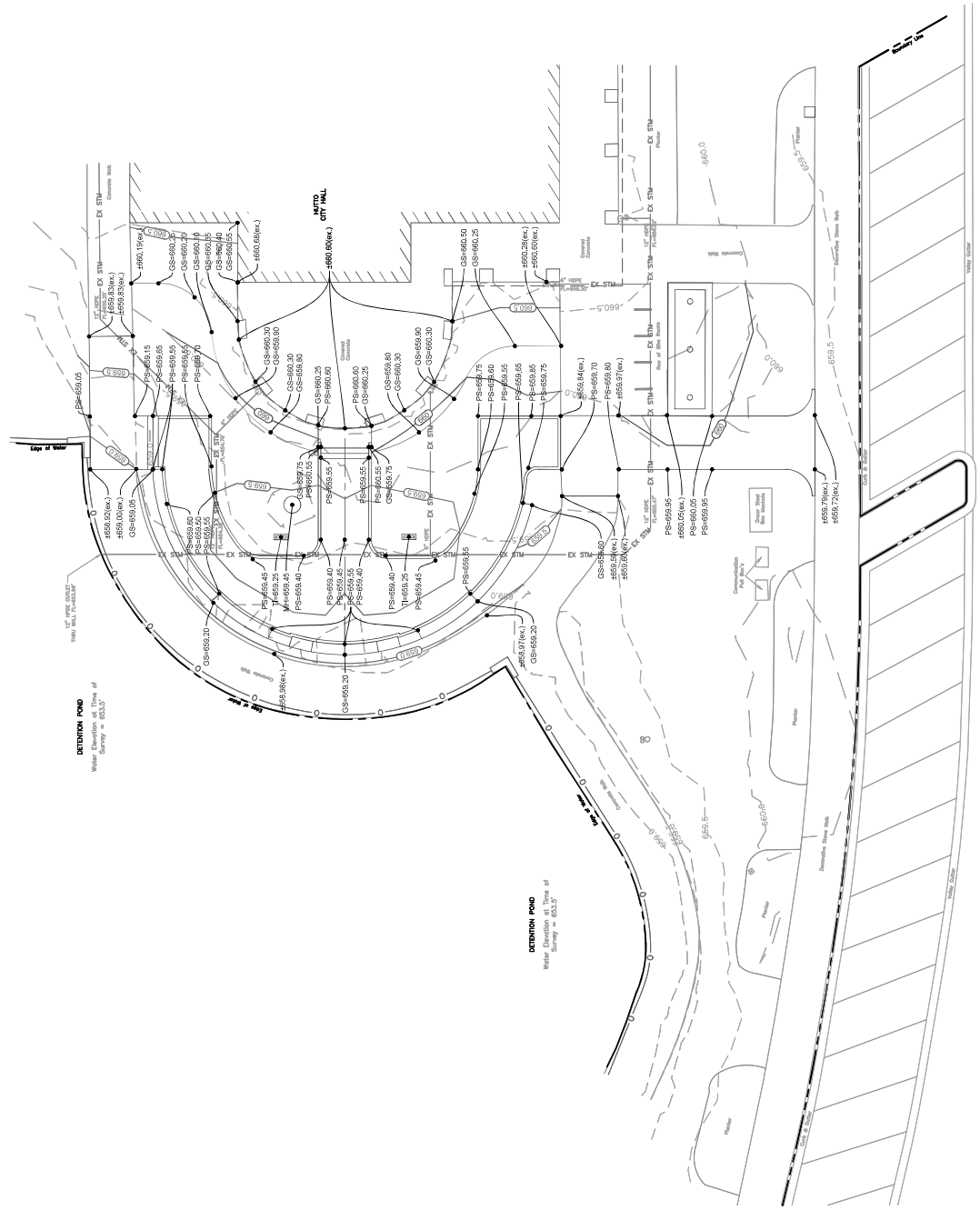
Drawn: \_\_\_\_\_  
Checked: \_\_\_\_\_

### Revision History



Know what's below.  
Call before you dig.

- LEGEND**
- 5.0' — EXISTING CONTOUR
  - 5.0' — PROPOSED CONTOUR
  - 5.0' — EXISTING SPOT ELEVATION
  - PS = PAVEMENT SURFACE
  - GS = GROUND SURFACE
  - TM = TOP OF WALL
  - BW = BOTTOM OF WALL
  - TC = TOP OF CURB
  - BC = BOTTOM OF CURB
  - TL = TOP OF INLET



0 10 20 Feet  
1" = 10'



Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_

TMG  
 DBS

Revision History

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

Job Number: 24-017  
 Date: 8/17/2024

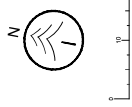
1.

1.

**LEGEND**

|                                                                                   |                      |
|-----------------------------------------------------------------------------------|----------------------|
|  | PROPERTY LINE        |
|  | EDGE OF WATER        |
|  | EXPANSION JOINT      |
|  | SAW JOINT            |
|  | EXISTING BUILDING    |
|  | 4" CONCRETE SIDEWALK |
|  | CONCRETE PAVERS      |

- NOTES:
1. ALL CONCRETE PAVEMENT TO BE 4 000 PSI WITH #3 REBAR @ 18" O.C. UNLESS NOTED OTHERWISE IN CONSTRUCTION DETAILS
  2. EXPANSION JOINTS TO BE NO MORE THAN 60' APART.
  3. SEE MEMORIAL PLAZA PLAN FOR ADDITIONAL INFORMATION ON MEMORIAL WALL.
  4. CONTRACTOR TO VERIFY/DOCUMENT FLAGPOLE HEIGHTS AND CONDITION OF REMOVED POLES PRIOR TO RE-INSTALLATION. ALL COORDINATES FOR RE-INSTALLATION OF REMOVED POLES MUST BE MAINTAINED. SUBMIT FOR SHOP DRAWINGS FOR APPROVAL.

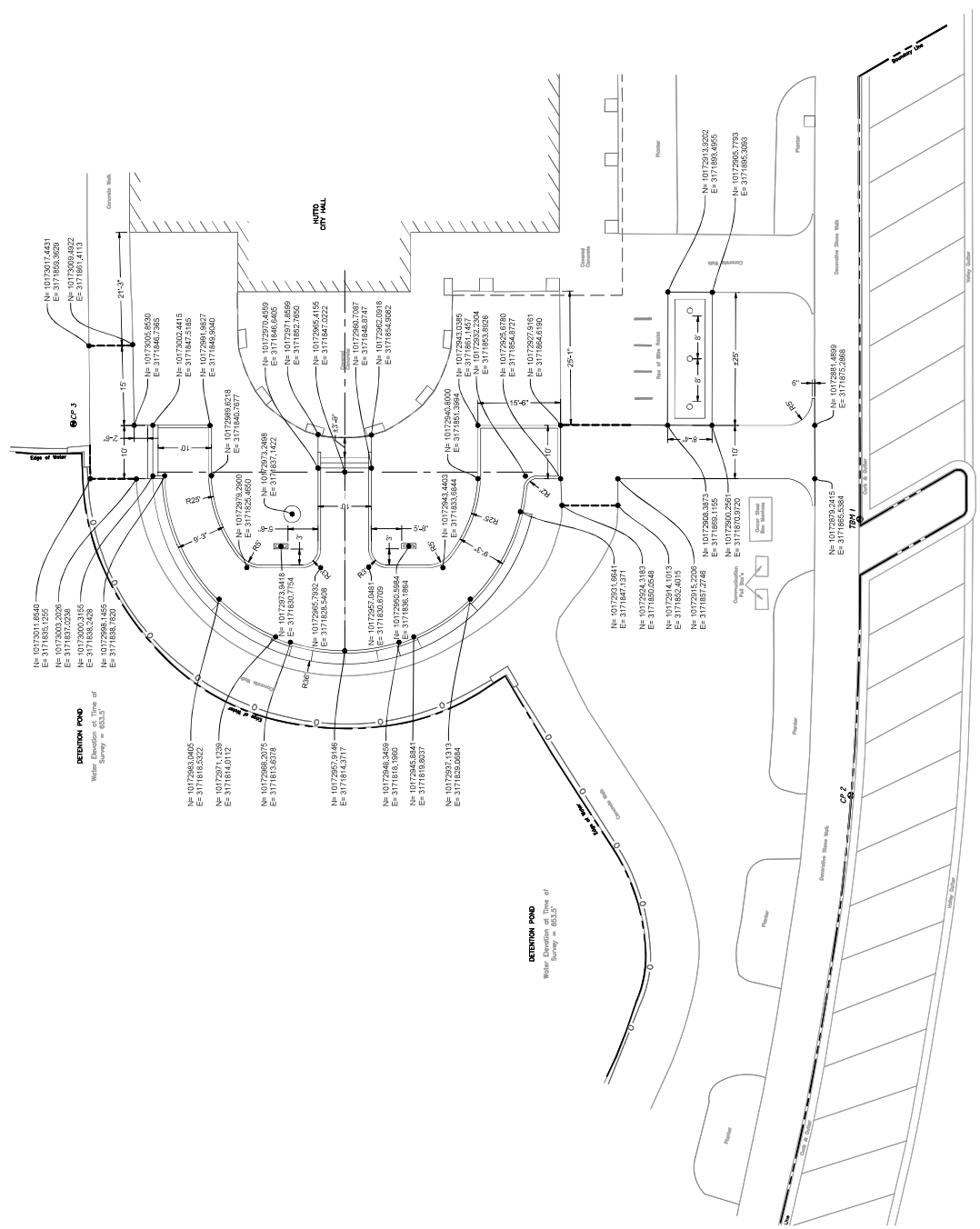




| CONTROL POINT TABLE |               |              |
|---------------------|---------------|--------------|
| POINT               | NORTHING      | EASTING      |
| CP 1                | 10172625.2300 | 3171526.5200 |
| CP 2                | 10172659.2000 | 3171699.2000 |
| CP 3                | 10173071.0000 | 3171644.4000 |
| CP 4                | 10173009.8300 | 3172593.8300 |
| TPM 1               | 10172659.2000 | 3171660.0400 |

**LEGEND**

PROPERTY LINE  
EDGE OF WATER  
EXISTING BUILDING



**811**

Know what's below.  
Call before you dig.

**P-2**

DIMENSIONAL CONTROL PLAN

Job Number: 214007  
Date: 6/27/2024

Drawn: TMO  
Checked: DBS

Revision History

**MHS**

PLANNING & DESIGN

1222 Merit Dr. Dallas, TX 75201

212 W. 9th St., Suite 1000

Phone: 214.400.1000

Fax: 214.400.1001

**VETERANS MEMORIAL**

AT CITY HALL

500 W LIVE OAK STREET

HUTTO, TEXAS 78634



# VETERANS MEMORIAL AT CITY HALL

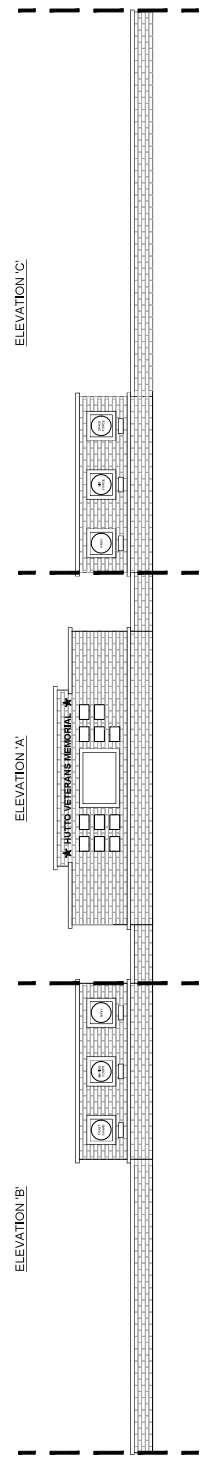
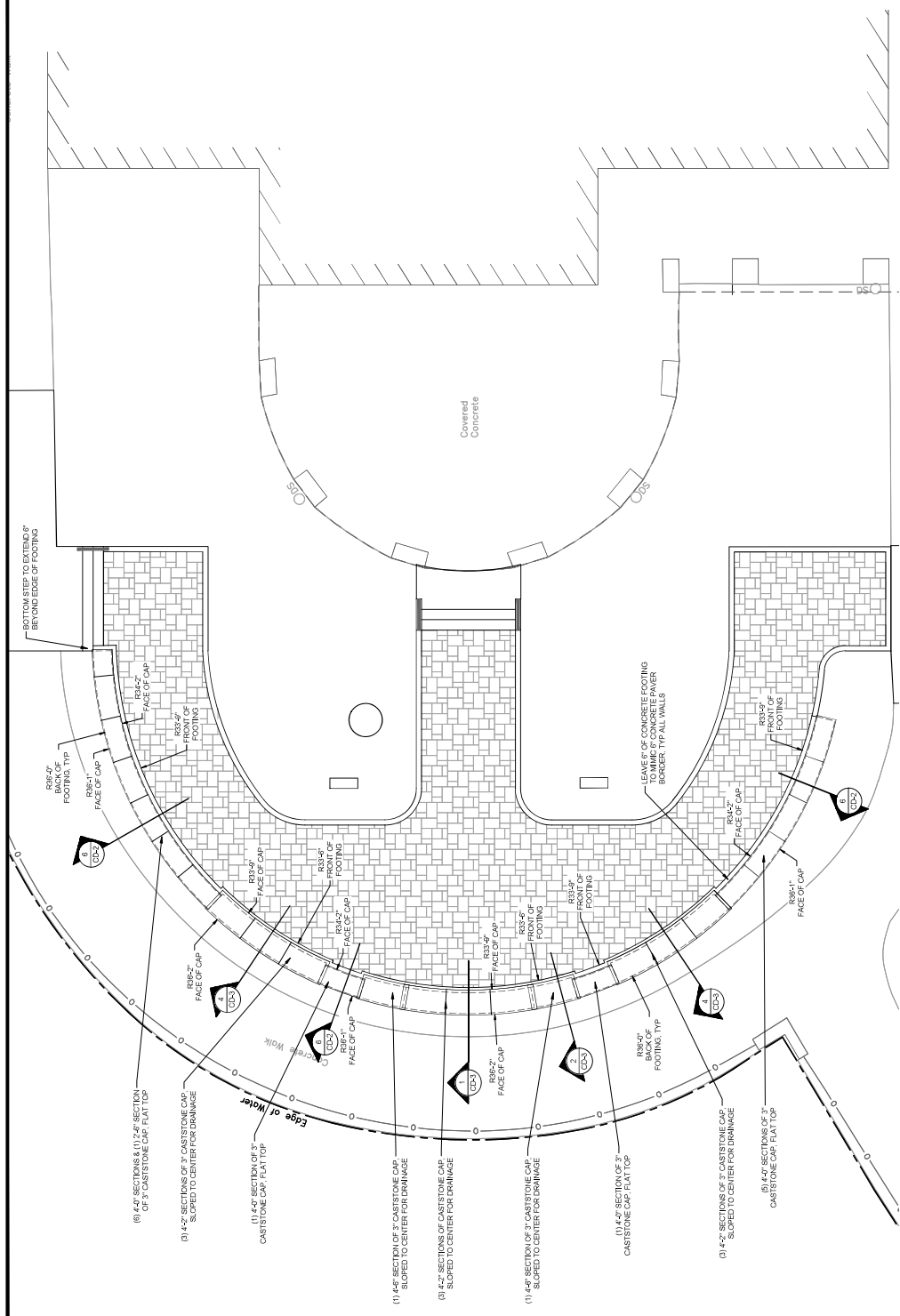
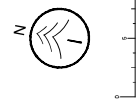
500 W LIVE OAK STREET  
HUTTO, TEXAS 78634

|                  |            |
|------------------|------------|
| Drawn:           | JRT        |
| Checked:         | DBS        |
| Revision History |            |
| Job Number:      | 14-007     |
| Date:            | 07/27/2014 |

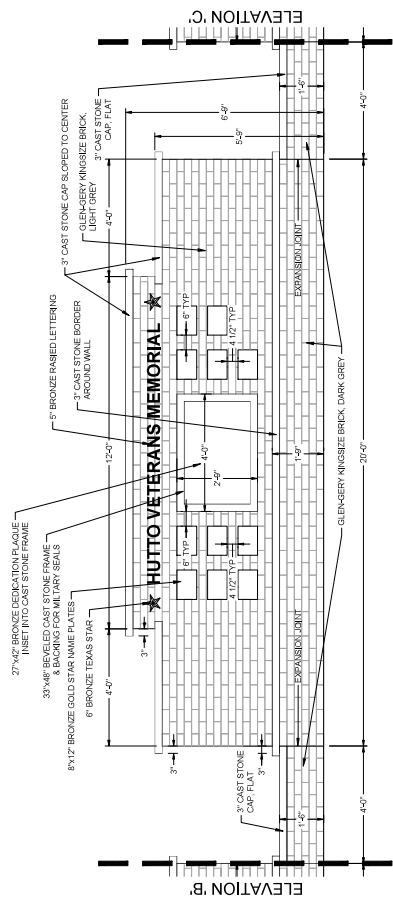
MEMORIAL PLAZA PLAN  
**MP-1**



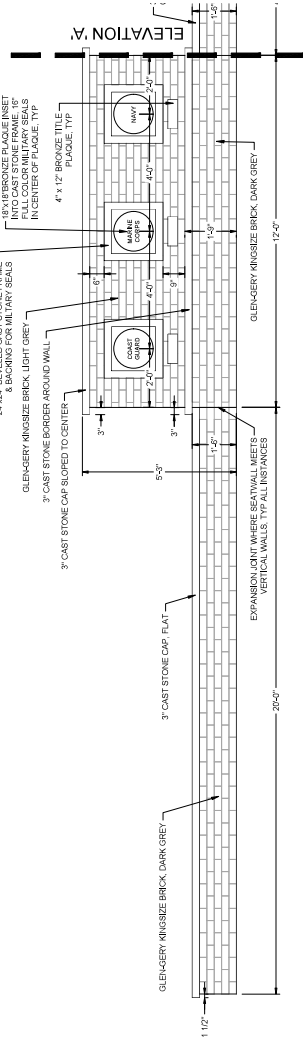
- LEGEND**
- PROPERTY LINE
  - EDGE OF WATER
  - EXPANSION JOINT
  - SAW JOINT
  - EXISTING BUILDING
  - 4" CONCRETE SIDEWALK
  - CONCRETE PAVERS
- NOTES**
- SEE SHEET MP-2 FOR ADDITIONAL INFORMATION ON ALL WALL ELEVATIONS.
  - SEE SHEET CD-3 FOR ALL WALL SECTIONS.
  - ALL BRIDGE PLATES TO BE PROVIDED & INSTALLED BY OTHERS.
  - ALL CAP STONE LENGTHS ARE BASED ON ARC LENGTH OF FRONT FACE.



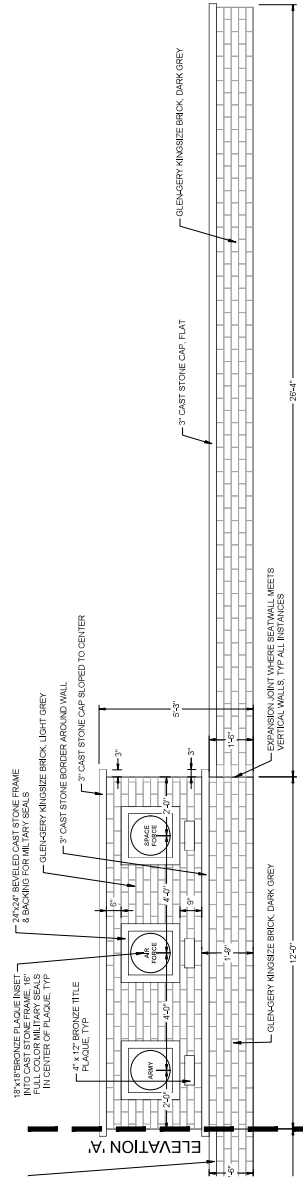
|                  |           |
|------------------|-----------|
| Drawn:           | JRT       |
| Checked:         | DBS       |
| Revision History |           |
| Job Number:      | 75407     |
| Date:            | 6/27/2014 |



MEMORIAL WALL - ELEVATION 'A'  
1" = 2'



MEMORIAL WALL - ELEVATION 'B'  
1" = 2'



MEMORIAL WALL - ELEVATION 'C'  
1" = 2'

## PLANT SCHEDULE

| SYMBOL                                                                            | BOTANICAL / COMMON NAME                              | CONT      | SIZE       | QTY      |
|-----------------------------------------------------------------------------------|------------------------------------------------------|-----------|------------|----------|
| TREES                                                                             |                                                      |           |            |          |
|  | Quercus texana / Texas Red Oak                       | 3" D.B.H. | 12" MIN HT | 1        |
| SHRUBS                                                                            |                                                      |           |            |          |
|  | Dermatophyllum secundiflorum / Texas Mountain Laurel | 15 gal.   |            | 3        |
|  | Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper | 1 gal.    |            | 15       |
|  | Rhaphelepis indica 'Pinkie' / Pinkie Indian Hawthorn | 3 gal.    |            | 10       |
|  | Rosa x 'Radiance' TM / Knock Out Shrub Rose          | 5 gal.    |            | 13       |
| PERENNIAL                                                                         |                                                      |           |            |          |
|  | Salvia greggii 'Hot Lips' / Autumn Sage              | 1 gal.    |            | 10       |
| GROUND COVERS                                                                     |                                                      |           |            |          |
|  | Nassella tenuissima / Mexican Feather Grass          | 1 gal.    |            | 37       |
|  | Seasonal Color XXX / Seasonal Color                  | 4"        |            | 248      |
| TURFGRASS                                                                         |                                                      |           |            |          |
|  | Cynodon dactylon / Bermuda grass                     | Sod       |            | 3,086 sf |

NOTES:

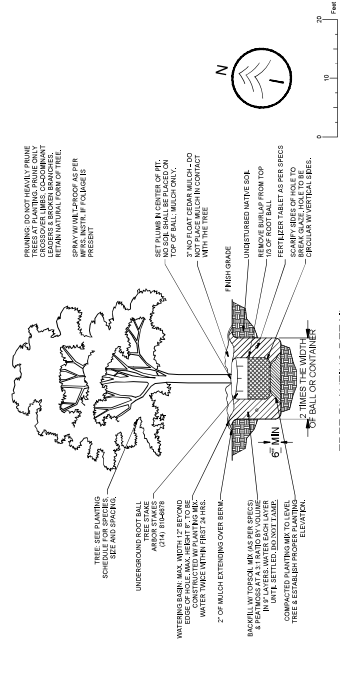
1. EXISTING IRRIGATION SYSTEM IS ACTIVE WITHIN THE WORK LIMITS. CONTRACTOR IS REQUIRED TO RELOCATE ALL VALVES, MAINLINES, LATERALS, ETC. AS REQUIRED FOR CONSTRUCTION ACTIVITIES PROPOSED. COORDINATE WITH OWNER FOR AS-BUILT INFORMATION. PROVIDE FIELD DRAWING OF EXISTING CONDITIONS AS UNCOVERED CONSTRUCTION.

2'-4" RIVER ROCK (455 SF)  
6" IN DEPTH

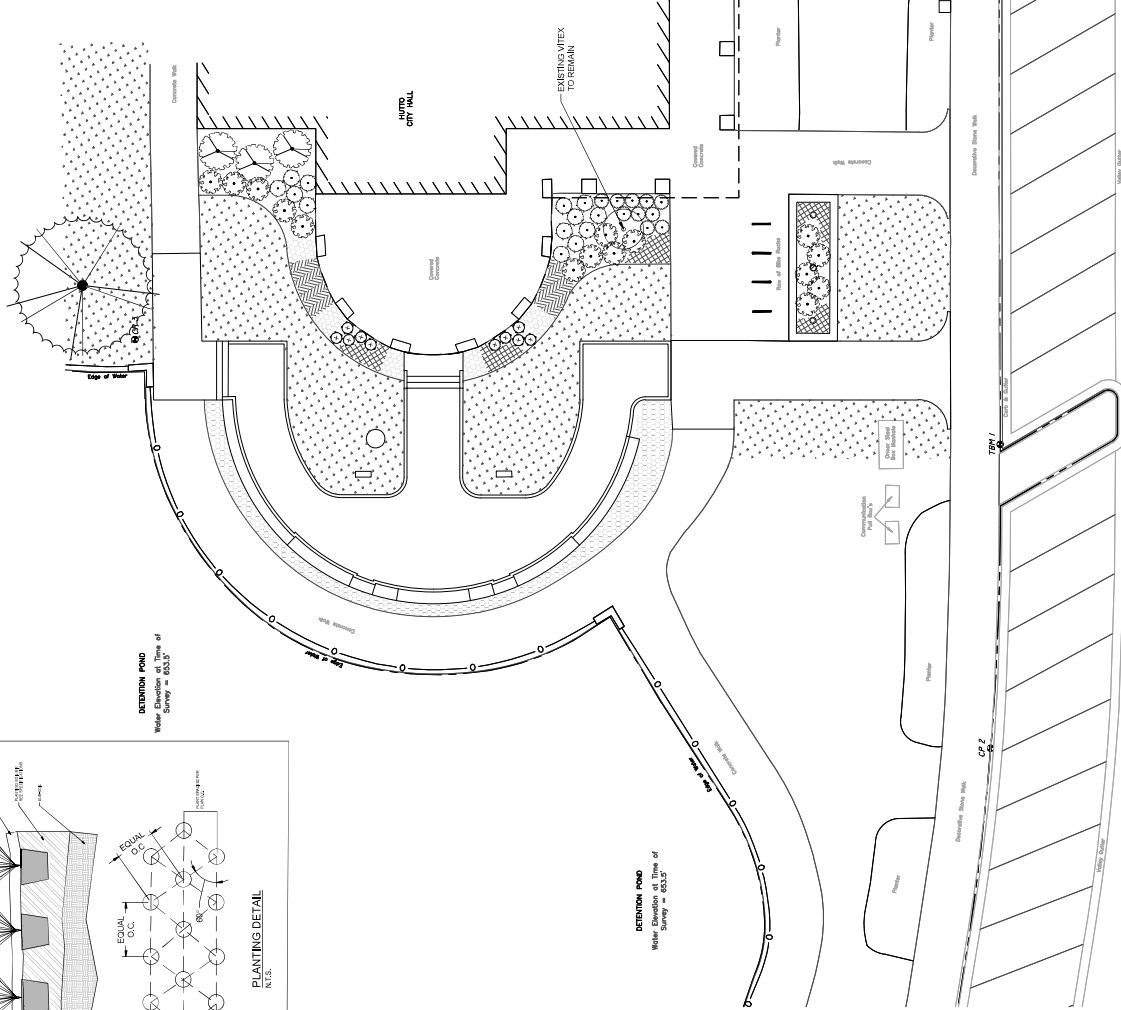
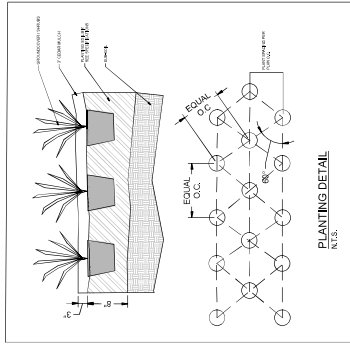
STEEL EDGING (98 LF)

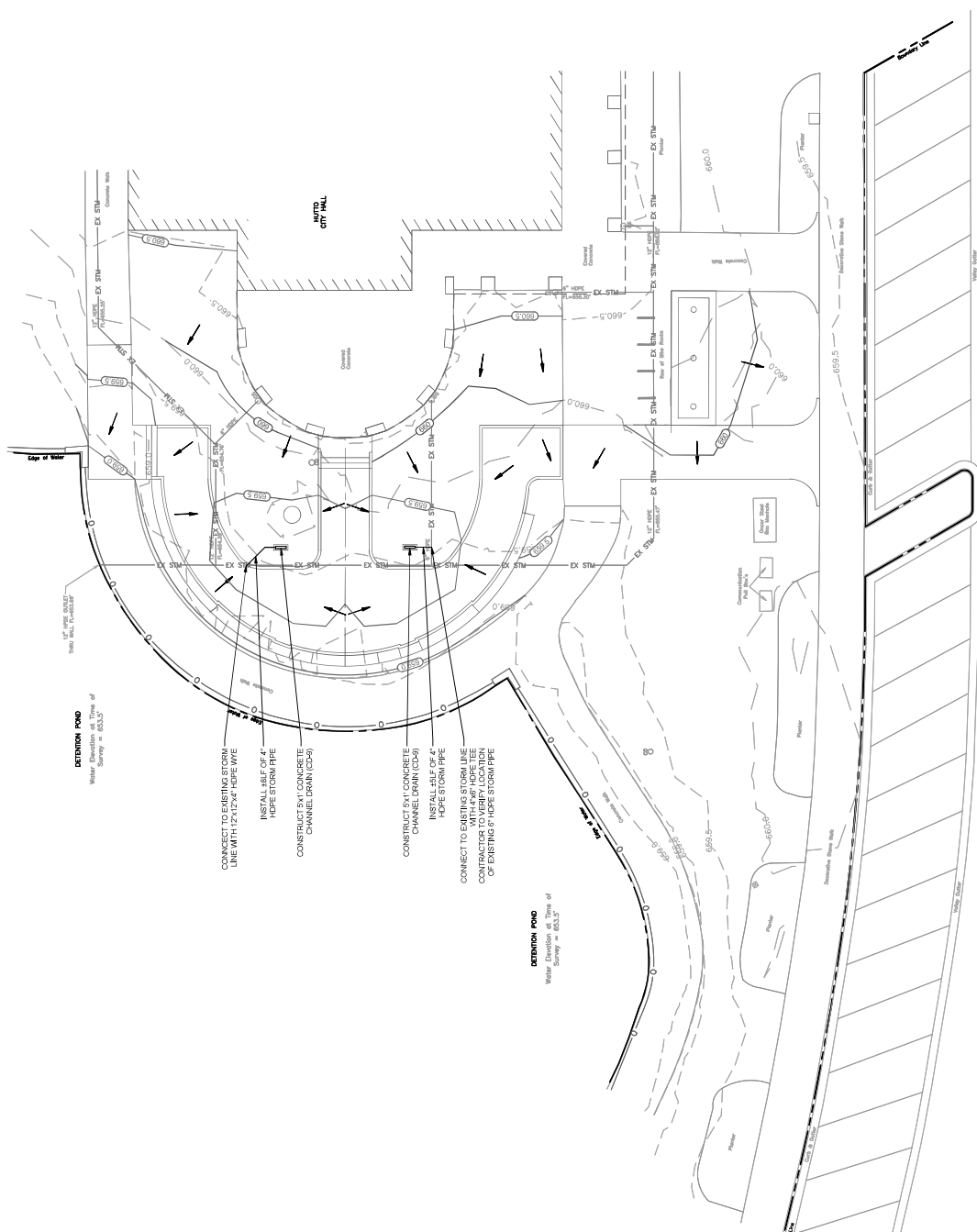
LANDSCAPE BED (710 SF)

4" PVC IRRIGATION SLEEVE - EXTEND 6" FROM PAVEMENT

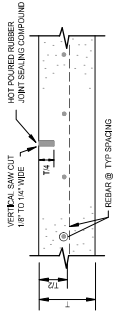


**TREE PLANTING DETAIL**  
NTS





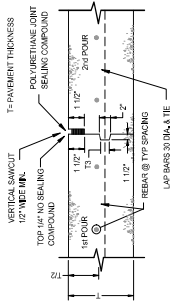
T= PAVEMENT THICKNESS



- NOTES
1. SAWCUT JOINTS WITHIN 12 HOURS AFTER PLACEMENT
  2. MAXIMUM SPACING 18\"/>
  3. REBAR SPACING TO MATCH PAVEMENT TYPE
  4. REBAR SPACING TO MATCH PAVEMENT TYPE

1 SAVED DUMMY (CONTROL) JOINT  
N.T.S.

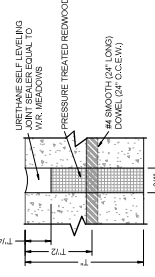
T= PAVEMENT THICKNESS



- NOTES
1. REBAR SPACING TO MATCH PAVEMENT TYPE
  2. REBAR SPACING TO MATCH PAVEMENT TYPE

2 CONSTRUCTION JOINT  
N.T.S.

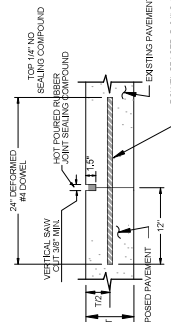
T= PAVEMENT THICKNESS



- NOTE
1. 60\"/>

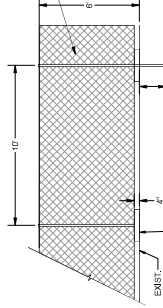
3 EXPANSION JOINT DETAIL  
N.T.S.

T= PAVEMENT THICKNESS



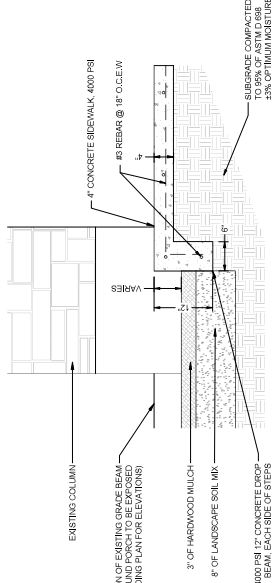
- NOTE
1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY APPROVED DEVICE

4 LONGITUDINAL BUTT JOINT  
N.T.S.

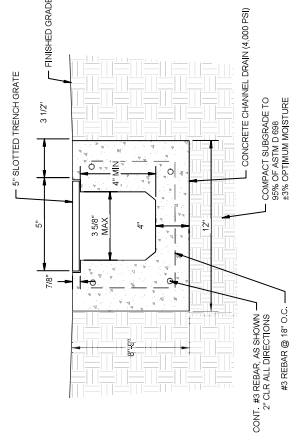


- NOTES
1. SEE DEMOLITION PLAN FOR CONSTRUCTION FENCE LOCATION
  2. CONSTRUCTION ENTRANCE GATE TO MATCH CONSTRUCTION FENCE MATERIAL AND SPECIFICATIONS
  3. CONTRACTOR TO PROVIDE A CONSTRUCTION FENCE AND GATE SUBMITTAL FOR ENGINEERS AND OWNER'S APPROVAL

6 TEMPORARY CONSTRUCTION FENCE DETAIL  
N.T.S.

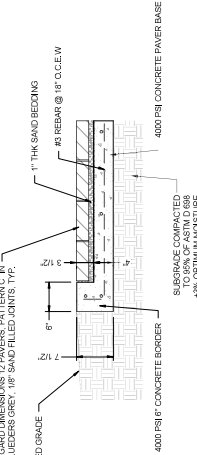


8 CONCRETE DROP BEAM - SECTION  
N.T.S.

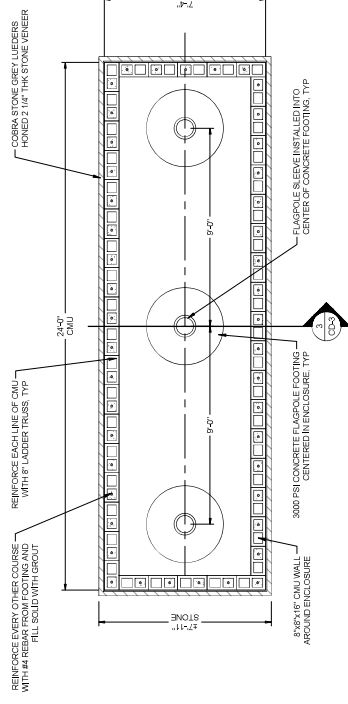


- NOTE
1. SEE BOTTOM OF CHANNEL TOWARD DRAINAGE (SEE DRAINAGE PLAN FOR DRAIN DIRECTION)

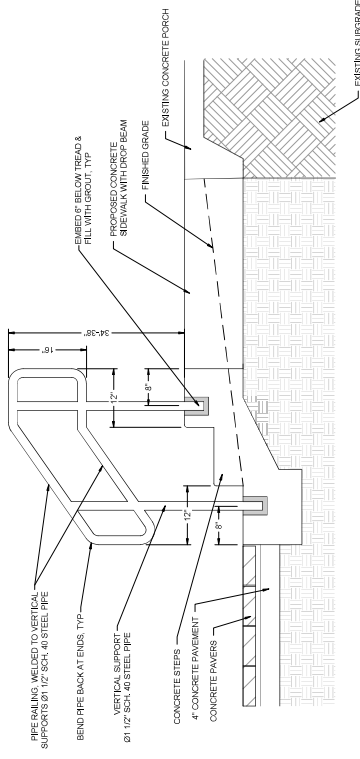
5 CONCRETE CHANNEL DRAIN - SECTION  
N.T.S.



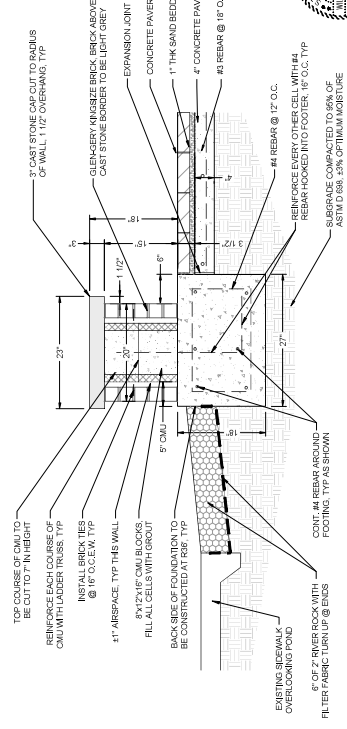
7 TYPICAL PAVER SECTION WITH CONCRETE BAND  
N.T.S.



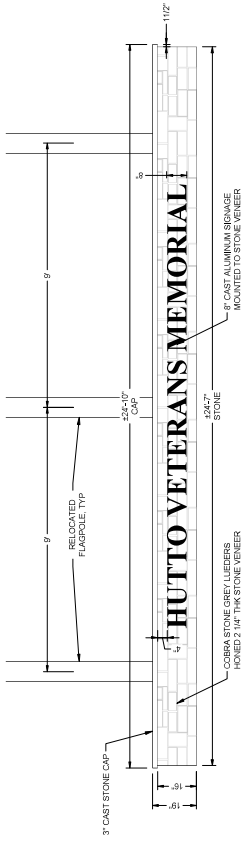
2 STONE FLAG POLE ENCLOSURE - LAYOUT  
N.T.S.



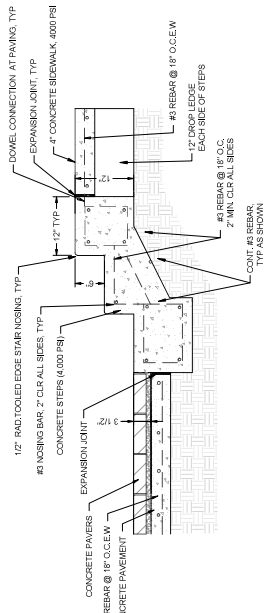
**4** CONCRETE STEPS TO PAVERS HANDRAIL DETAIL  
N.T.S.



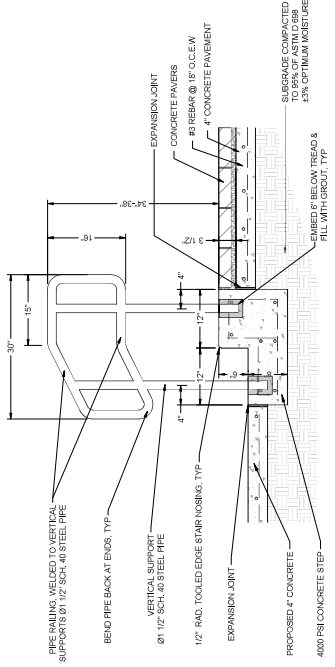
6 BRICK SEAT WALL SECTION  
N.T.S.



1 STONE FLAG POLE ENCLOSURE - LAYOUT  
N.T.S.

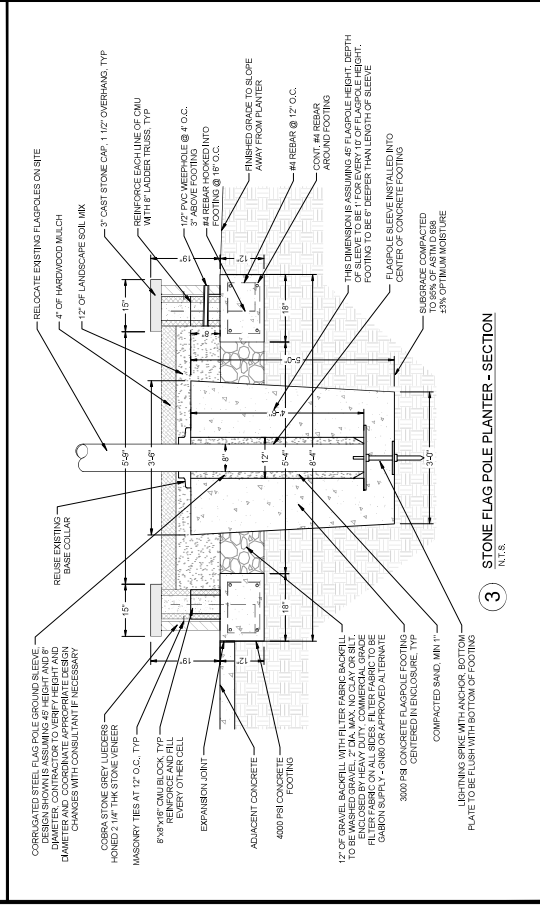


### 3 CONCRETE STEPS TO PAVERS - SECTION



5 MEMORIAL PLAZA STEP & HANDRAIL TO OUTSIDE WALKWAY  
N.T.S.







## GUIDELINES FOR DESIGN AND INSTALLATION OF TEMPORARY EROSION AND SEDIMENT CONTROLS

| TYPE OF STRUCTURE    | REACH LENGTH | MAXIMUM DRAINAGE AREA | SLOPE     |
|----------------------|--------------|-----------------------|-----------|
| SLIT FENCE           | N/A          | 2 ACRES               | 0 - 10%   |
|                      | 200 FEET     | 10% - 20%             | 10% - 20% |
|                      | 100 FEET     | 20% - 30%             | > 30%     |
| TRIANGLE FILTER DIKE | 100 FEET     | 1/2 ACRE              | 0 - 10%   |
|                      | 50 FEET      | 1/4 ACRE              | > 30%     |
| ROCK BERM 1:2        | 500 FEET     | < 5 ACRES             | 0 - 10%   |

- FOR ROCK BERM DESIGN, WHERE PARAMETERS ARE OTHER THAN SLOPED, DRAINAGE AREA, HIGH STRIKE, ROCK BERMING MAY BE REQUIRED IN AREAS OF PARAMOUNT SIGNIFICANCE AS DETERMINED BY THE CITY OF HUTTO.

| The City of Hutto                   | CURRENT AS OF | TEMPORARY EROSION & SEDIMENT CONTROL GUIDELINES                                 | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-01    |
| <b>Hutto</b>                        | <b>4</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | EROSION CONTROL LOG                                                             | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-09    |
| <b>Hutto</b>                        | <b>5</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | STABILIZED CONSTRUCTION ENTRANCE                                                | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-02    |
| <b>Hutto</b>                        | <b>2</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | SLIT FENCE                                                                      | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-03    |
| <b>Hutto</b>                        | <b>3</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | AREA INLET PROTECTION                                                           | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-10    |
| <b>Hutto</b>                        | <b>6</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | CROSS SECTION A-A                                                               | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-06    |
| <b>Hutto</b>                        | <b>4</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | CONCRETE WASHOUT                                                                | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-06    |
| <b>Hutto</b>                        | <b>4</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | SEDIMENT TRAP                                                                   | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-11    |
| <b>Hutto</b>                        | <b>7</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | CONCRETE WASHOUT                                                                | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-06    |
| <b>Hutto</b>                        | <b>4</b>      |                                                                                 |              |

| The City of Hutto                   | CURRENT AS OF | CONCRETE WASHOUT                                                                | STANDARD NO. |
|-------------------------------------|---------------|---------------------------------------------------------------------------------|--------------|
| Continuation: Standards and Details | REVISED       | THE ADVISORY ENGINEER SHALL BE RESPONSIBLE FOR APPROPRIATE USE OF THIS STANDARD | CH-ESC-06    |
| <b>Hutto</b>                        | <b>4</b>      |                                                                                 |              |

|                                                                                                                                                   |                                     |                                                                                                      |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------|
|  <p>The City of Hutto<br/>Construction Standards and Details</p> | <p>CURRENT AS OF<br/>10/01/2023</p> | <p>STORM SEWER LINE BEDDING DETAIL<br/>(PAVED SURFACE)</p>                                           | <p>STANDARD NO.<br/>CH SD 02</p> |
| <p>4</p>                                                                                                                                          |                                     | <p>THE ARCHITECT/ENGINEER ASSUMES<br/>RESPONSIBILITY FOR ADAPTING THIS USE<br/>OF THIS STANDARD.</p> |                                  |

[illegible]

## DIMENSIONS\*/ORIGINS\*\* 12

### PATERN C

17% 6 x 12  
33% 12 x 12  
50% 12 x 18

\*Percentages are based on area by piece.

**BELGARD®** PLATES  
THE WAY

BELGARD.COM | 877-235-4273

**NOTES:**  
Belgard® patio pattern tiles can be downloaded from [www.belgard.com](http://www.belgard.com) for use in architectural drawings. Some patterns may not be available in certain regions. In some cases you may have restrictions on the use of the pattern. In some cases you may have restrictions on the use of the pattern. In some cases you may have restrictions on the use of the pattern.

DIMENSIONAL DATA (INCHES) 12x18

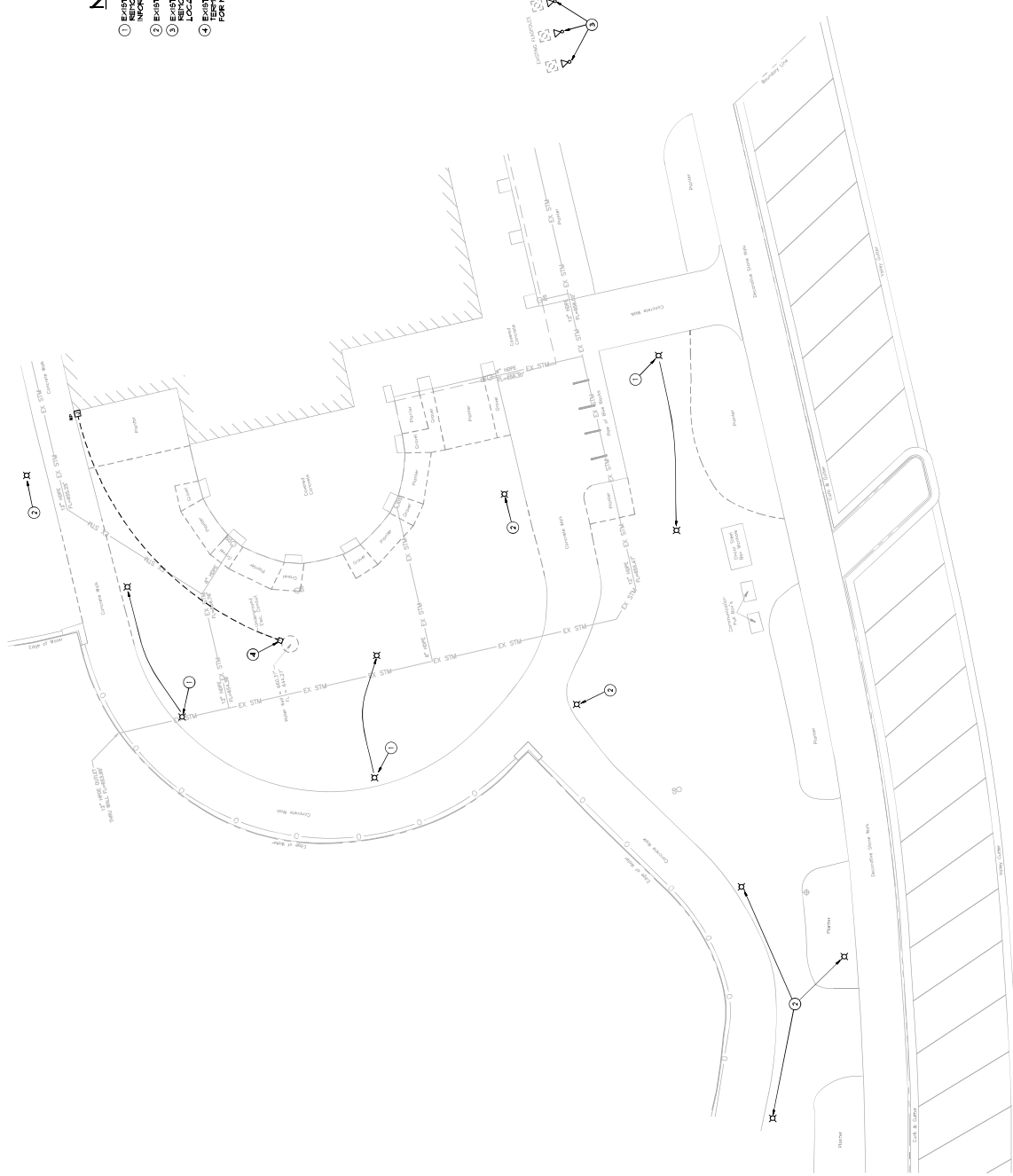
LAST REVISED: 07/2012

2

[illegible]

**DEMOLITION PLAN  
NOTES BY SYMBOL**

- 1 EXISTING POST TOP LUMINAIRE AND POLE TO BE DISCONNECTED, REMOVED AND RELOCATED. REFER DRAWING 18-2 FOR ADDITIONAL INFORMATION.
- 2 EXISTING POST TOP MOUNTED LUMINAIRE TO REMAIN.
- 3 EXISTING NUGGETE FLAG POLE LIGHTS TO BE DISCONNECTED AND REMOVED. REFER DRAWING 18-2 FOR ADDITIONAL INFORMATION.
- 4 EXISTING 240V ELECTRICAL SERVICE FOR WELL TO BE DISCONNECTED. TERMINATE EXISTING CIRCUIT IN NEW WEATHERPROOF JUNCTION BOX ON EXISTING MOUNTED LUMINAIRE.



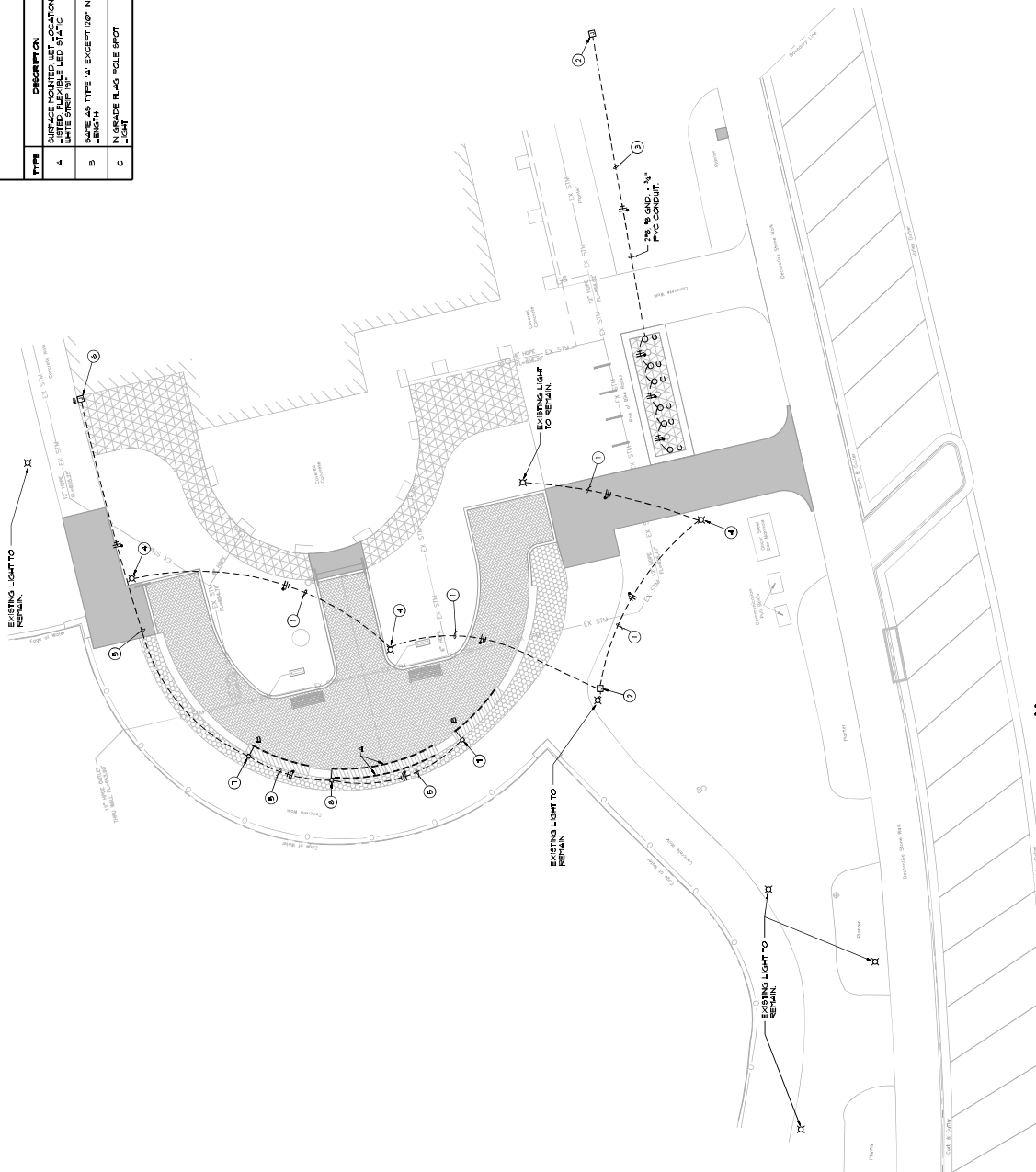
[illegible]

# NOTES BY SYMBOL

- [illegible]

# SITE PLAN GENERAL NOTES

- ALL ELECTRICAL CONNECTIONS BELOW GRADE SHALL BE WITH POLARIS SUBMERSIBLE SPICE CONNECTORS.



**SITE PLAN - ELECTRICAL**  
SCALE: 1" = 10'-0"

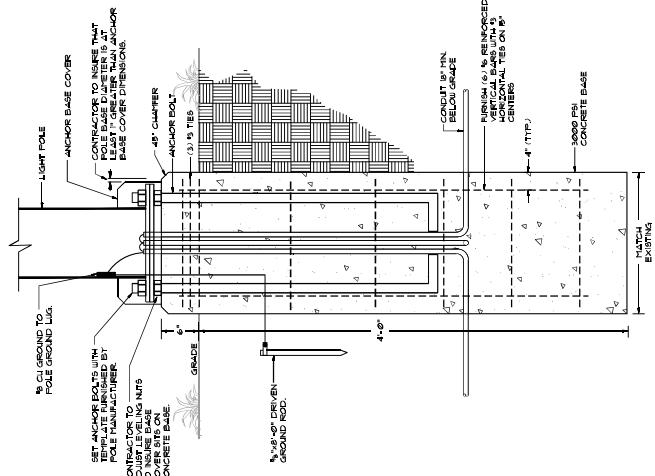
Drawn: \_\_\_\_\_  
 Checked: \_\_\_\_\_

Job Number: 24-017  
Date: 08/27/2024

SITE PLAN -  
ELECTRICAL

## 2. E

**EA** ENGINEERING  
ASSOCIATES  
TX REG #F-4925  
Ph: 903.473.1977  
P.O. Box 97 Emory, TX 75440



1 TYPICAL POLE BASE DETAIL  
SCALE: NONE

# Notes

#### 4. GENERAL:

- [illegible]

### C. CODE COMPLIANCE:

1. ELECTRICAL WORK TO CONFORM WITH THE 2010 EDITION OF THE NATIONAL ELECTRICAL CODE (NEC) AND APPLICABLE LOCAL ORDINANCES.
- D. RACEWAYS**
1. RACEWAYS SHALL BE SIZED AS NOTICED ON THE DRAWINGS AND AS REQUIRED BY THE NEC TO PREVENT DAMAGE TO THE CONDUITS UNDER THE RACEWAYS'S SIZED LESS THAN 3" UNLESS SPECIFIED OTHERWISE.
  2. RACEWAYS SHALL BE PROTECTED FROM PHYSICAL DAMAGE AND NOT BE LOCATED IN HAZARDOUS AREAS AND NOT BE SUBJECT TO PHYSICAL DAMAGE.
  3. ALL CONDUIT ENTERING BOXES SHALL BE SECURED WITH INSULATING TIGHTENING BANDS.
  4. PROTECT CONDUITS FROM FLEXIBLE CONDUIT CONNECTION FOR FINAL CONNECTION TO EACH EQUIPMENT. FLEXIBLE CONDUIT SHALL BE NOT LESS THAN 3" IN LENGTH.
  5. ALL EXPOSED RACEWAYS SHALL BE INSTALLED WITH RIGID PARALLEL AND/OR PERPENDICULAR TO STRUCTURAL MEMBERS AND WALLS.
  6. PROVIDE RACEWAYS HANGERS TO SUPPORT ALL RACEWAYS PASSING THROUGH FRIE

## E. HANGERS AND SUPPORTS:

1. USE CAST "C" CLAMPS, 1" STRAPS OR RING HANGERS ATTACHED TO RODS AND/OR BRACKETS FASTENED TO STRUCTURE FOR INDIVIDUAL CONDUITS.
2. SUPPORT GROUNDED RACEWAYS TOGETHER IN HORIZONTAL RUNS ON TRAPPEZOIDAL HANGERS. CONSTRUCTED OF U-NUTS OR EQUAL SPACED FROM CAD-FLATED STEEL RODS.

### F. WIRE AND CABLES:

1. ELECTRICAL CONNECTIONS SHALL BE SOLID FOR 40 AND 50 MILLER STANDARD FOR 50% OF PURE COPPER SHALL BE OR NOT DRAWN COPPER WITH CONDUCTIVE COPPER.
2. ELECTRICAL CONNECTIONS SHALL BE SOLID FOR 40 AND 50 MILLER STANDARD FOR 50% OF PURE COPPER SHALL BE OR NOT DRAWN COPPER WITH CONDUCTIVE COPPER.
3. WIRE AND CABLE FOR ALL BRANCH CIRCUITS, FEEDERS, AND DISBURSERS, MOTORS, CIRCUITS AND POWER DISTRIBUTION LOCATIONS SHALL BE 1/2" OR LARGER.
4. ALL LIGHTING AND POWER CIRCUITS SHALL BE 1/2" OR LARGER.
5. FOR 100 CIRCUITS, MORE RUNS OVER 100 LONG USE NO CONDUCTORS.
6. FOR 100 CIRCUITS, MORE RUNS OVER 100 LONG USE NO CONDUCTORS.
7. CONSISTENTLY COLOR CODE WIRING CONTINUOUS THROUGHOUT THE WORK.
8. BRANCH CIRCUIT WIRING THAT BE CONNECTED INTO A SINGLE RACEWAY IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) THROUGH 30-31 OF THE NEC. (NEC) 30-31 OF THE NEC.
9. BRANCH CIRCUIT WIRING SHALL NOT BE CONNECTED INTO A SINGLE RACEWAY.

### G. SPLICES AND TAPS:

1. STRANDED CONDUCTORS 10 OR LARGER SHALL BE SPLICED AND TAPPED WITH CAST COPPER SOLDERLESS PRESSURE CONNECTORS WITH MOLDED FIBROGLIC INSULATING COVERS OF TYPE XTP OR PPT OR INSULATED WITH RUBBER END FRICTION TAPE.
2. SOLID CONDUCTORS 10 AND SMALLER SHALL BE SPLICED WITH INSULATED SPRING CONNECTORS, IDEAL OR 3M COMPANY.

#### 4. GROUNDING:

1. GROUND ALL ELECTRICAL APPARATUS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE.
2. PROVIDE TWO-HOLE PAD TYPE COMPRESSION CONNECTORS, TIE COLON-KETTED TYPE OR BUNDLY.
3. ENSURE CONTINUOUS BOND WHERE FLEXIBLE CONDUIT IS USED.

**L. OUTLET BOXES:**

1. GENERAL, ELECTRIC, APPLETON, STEEL CITY, OR RACO NOT OFFERED GALVANIZED STEEL BOLDS OR EQUAL, UNLESS SPECIFIED OTHERWISE.
2. PROVIDE SIZE, THE DESIGN TO SUIT STRUCTURAL CONDITIONS.
3. APPROXIMATE TO ACCOMMODATE SIZE AND NUMBER OF PLACEMENTS, CONDUITS, AND DEVICE OR FUTURE SERVED BY IT.
4. PROVIDE PLASTER RINGS AND OR COVERS ON BOWLS WERE REQUIRED.
5. ON EXPOSED WORKING SURFACES APPROVED GAST TENSILE ALLOY OUTLET.

5. ON EXISTING WORK PROVIDE:  
FUNCTION POINTS AND LITNKA

6. **FIXTURE OR DEVICE COVER SHALL COMPLETELY CONCEAL THE TIME OUTLET BOX USED.**
7. **RECEPTACLES SHALL BE MOUNTED 18 INCHES ABOVE FINISHED GRADE UNLESS OTHERWISE NOTED.**

## J. PULL AND JUNCTION BOXES,

1. SHEET-PYRAL BOXES: LARGER THAN 12 INCHES IN ANY DIMENSION SHALL HAVE A WINDED ENCLOSURE.
2. SHEET-PYRAL BOXES: LARGER THAN 12 INCHES IN ANY DIMENSION SHALL HAVE A WINDED ENCLOSURE.
3. CONCRETE BOXES FOR IN-GROUND INSTALLATIONS: TYPE 4, OUTSIDE PLUMBED, NEEDED COVER BOX FOR PLUMB HOODING PLUMB COVER WITH NUTTED GASKET AND STAINLESS STEEL COVER DISCS.
4. LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILING OR IN UNFINISHED AREAS.
5. SUPPORT PULL AND JUNCTION BOXES INDEPENDENT OF CONDUIT.

GRADE.

7. PROVIDE COVERSPLATES FOR ALL JUNCTION BOXES.
8. INDICATE ON COVERSPLATES, WITH PERMANENT MARKER, CIRCUITS CONTAINED WITHIN JUNCTION BOXES.

5555 LEXINGTON AVE.

1. ALL LIGHTING FIXTURES SHOWN ON THE DRAWINGS ARE FURNISHED AND INSTALLED BY THIS CONTRACTOR. INCLUDE ALL COSTS NECESSARY FOR THE INSTALLATION INCLUDING MOUNTING, SUPPORTS AND FOUNDATIONS.
2. FURNISH ALL ACCESSORIES REQUIRED FOR EACH AND EVERY FIXTURE, PROVIDE APPROPRIATE HANGER BARS, ETC., OF NON-FERROUS OR CADMIUM PLATED STEEL MATERIALS, TO SUPPORT FIXTURES.

### 3. REFERENCE NEW LIGHTING FIXTURE SCHEMULE:

1. CONNECTION AND BRANCH CIRCUIT PANELBOARDS PROVIDE ENGRAVED LAMINATED PLASTIC NAMEPLATE SAVING PANELBOARD DESIGNATION AND SOURCE CIRCUIT DESIGNATION OF POLE.
2. DISCONNECT SWITCHES PROVIDE ENGRAVED LAMINATED PLASTIC NAMEPLATE SAVING EQUIPMENT DESIGNATION AND SOURCE CIRCUIT DESIGNATION OF POLE PROVIDE NEW NAMEPLATES FOR EQUIPMENT BEING REPEATED.
3. DISTRIBUTION AND BRANCH CIRCUIT PANELBOARDS BEING NEWLY INSTALLED PROVIDE ENGRAVED LAMINATED PLASTIC NAMEPLATES SAVING PANELBOARD DESIGNATION AND SOURCE CIRCUIT DESIGNATION OF POLE.

## L. NAMEPLATES,

1. DISTRIBUTION AND BRANCH CIRCUIT PANELBOARDS: PROVIDE ENGRAVED, LAMINATED PLASTIC NAMEPLATE SHOWING PANELBOARD DESIGNATION AND SOURCE (CIRCUIT DESIGNATION) OF POWER.
2. DISCONNECT SWITCHES: PROVIDE ENGRAVED LAMINATED PLASTIC NAMEPLATE SHOWING EQUIPMENT DESIGNATION AND SOURCE (CIRCUIT DESIGNATION) OF POWER. PROVIDE NEW NAMEPLATES FOR EQUIPMENT BEING REWired.
3. DISTRIBUTION AND BRANCH CIRCUIT PANELBOARDS: PROVIDE ENGRAVED, LAMINATED PLASTIC NAMEPLATE SHOWING EQUIPMENT DESIGNATION AND SOURCE (CIRCUIT DESIGNATION) OF POWER.

11

1. PRODUCT DATA, SUBMIT THE FOLLOWING:
  - a. MATERIALS LIST OF ITEMS PROPOSED TO BE PROVIDED UNDER DIVISION 16.
  - b. MANUFACTURER'S SPECIFICATIONS AND OTHER DATA NEEDED TO PROVE COMPLIANCE WITH THE SPECIFIED ITEMS.
2. SUBMITTALS REQUIRED OF MATERIALS AND EQUIPMENT UNDER THIS SECTION INCLUDE THE FOLLOWING:
  - a. SAMPLES OF MATERIALS.
  - b. SAMPLES OF FINISHES.
  - c. SAMPLES OF COORDINATION.
  - d. CONSULT AND FITTINGS.
  - e. COORDINATION DETAILS.
  - f. COORDINATION DETAILS.
  - g. COORDINATION DETAILS.
  - h. COORDINATION DETAILS.
  - i. COORDINATION DETAILS.
  - j. COORDINATION DETAILS.
  - k. COORDINATION DETAILS.
  - l. COORDINATION DETAILS.
  - m. COORDINATION DETAILS.
  - n. COORDINATION DETAILS.
  - o. COORDINATION DETAILS.
  - p. COORDINATION DETAILS.
  - q. COORDINATION DETAILS.
  - r. COORDINATION DETAILS.
  - s. COORDINATION DETAILS.
  - t. COORDINATION DETAILS.
  - u. COORDINATION DETAILS.
  - v. COORDINATION DETAILS.
  - w. COORDINATION DETAILS.
  - x. COORDINATION DETAILS.
  - y. COORDINATION DETAILS.
  - z. COORDINATION DETAILS.

## N. SUBSTITUTIONS

1. SUBMITTALS OF "TOTAL" ITEMS SHALL INCLUDE THE FOLLOWING DATA FOR EACH ITEM WHERE APPLICABLE, INCLUDING THE INFORMATION NOT NECESSARILY REQUIRED FOR SPECIFIED ITEMS:
  - a. PERFORMANCE CHARACTERISTICS
  - b. MATERIALS
  - c. FINISH
  - d. MANUFACTURING AND CONSTRUCTION METHODS
  - e. DIMENSIONS OF COMPONENTS WITH SPECIFIED CODES AND STANDARDS
2. SUBMITTALS OF "TOTAL" INFORMATION ON SYSTEMS THAT ARE SELECTED, IF:
  - a. THE MATERIALS OR EQUIPMENT GOVERN THE ALLOCATION OF ALL PORTIONS OF THE TECHNICAL ELECTRICAL ARCHITECTURE OR THE SYSTEM
  - b. PREVIOUS VARIATION OF THE MATERIALS OR EQUIPMENT IN SUCH A MANNER THAT THE ACCESSIBILITY OF CLEARANCES ARE DIFFERENT FROM THE SPECIFICATIONS
  - c. THE MATERIALS OR EQUIPMENT GOVERN THE PORTION OF THE PROJECTS OPERATIONS FOR MAINTENANCE OR EQUIPMENT MAINTENANCE
  - d. THE DATA FROM THE BID, BIG DATA FOR COORDINATION AND CONSTRUCTION OF THE PROJECTS, IS NOT AVAILABLE TO THE PERMITTED BIDDERS, MANUFACTURERS, DIRECTORS AND SUBCONTRACTORS, SHALL NOT BE USED

1. GUARANTEE ENTIRE INSTALLATION TO BE IN GOOD REPAIR AND PROPER WORKING ORDER FOR A PERIOD OF ONE-YEAR FOLLOWING DATE OF

1. PROVIDE OWNER WITH AS-BUILT DRAWINGS, MANUFACTURER'S WARRANTIES AT FINAL ACCEPTANCE OF INSTALLATION.

END OF SPECIFICATION

# VETERANS MEMORIAL

500 W LIVE OAK STREET  
HUTTO, TEXAS 78634

Drawn: C.A.D.  
Checked: J.W.

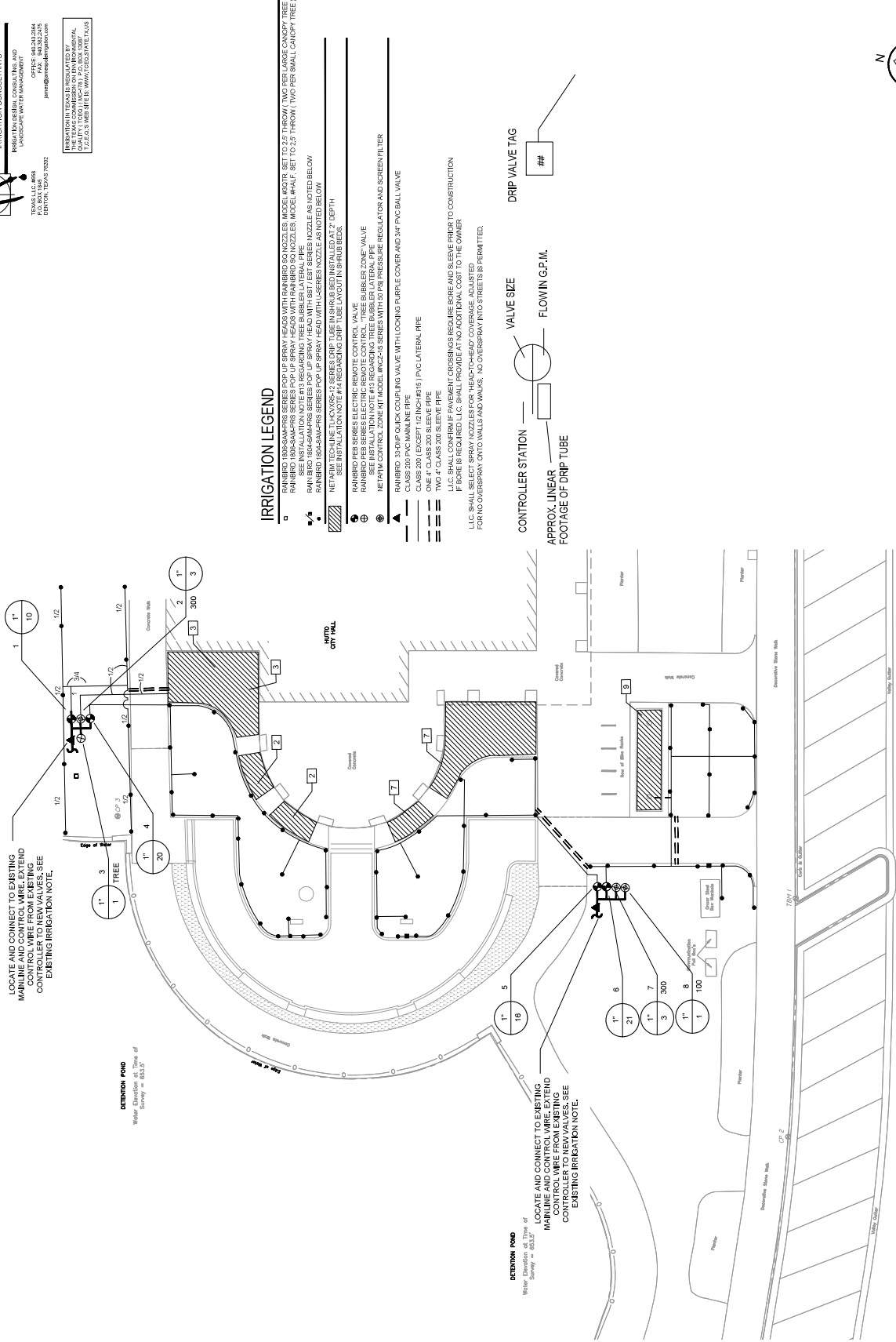
Revision History

Job Number: 24-017  
Date: 09/07/2024

## ELECTRICAL SPECIFICATIONS

4  
W

**EA** ENGINEERING  
SOCIATES  
TX REG #F-4925  
Ph. 903.473.1977  
P.O. Box 97, Emory, TX 75441









## VETERAN'S MEMORIAL

- **City was approached about a Veterans Memorial.**
- **Honors military service and sacrifice.**
- **Remembers local fallen heroes.**
- **Provides a space for reflection and community appreciation.**

- **Hutto Parks Advisory Board created Veterans Committee.**
  - Members consist of Veterans and American Legion.
  - Input on design, location, & features.







## **VETERAN'S MEMORIAL**

- **January 2024 - City contracted with MHS Design for Construction Documents.**
- **September 2024 - Design was completed and send out for bid.**
- **December 2024 - City Council approved agreement with Millis Development.**
- **March 2025 – Estimated Completion Date.**

- **Site features**

- Monuments to honor the military service branches.
- Dedication wall to those Killed In Action.
- Revamped landscaping.
- New pathways and connections.

- **Purpose**

- Open and free access.
- Dedicate to remembrance and reflection.
- Non-commercial public space.

- **Budget**

- Design Costs: \$96,400
- Construction Costs: \$556,853
- Total Costs: \$653,253

- **Funds requested: \$100,000**

- Used to offset construction costs.
- Support permanent space for remembrance.
- Education source for County residents.







# VETERAN'S MEMORIAL







# VETERAN'S MEMORIAL

**Questions?**

**Commissioners Court - Regular Session****26.****Meeting Date:** 02/04/2025

MOU between Jarrell ISD Police Dept and Williamson County Sheriff's Office

**Submitted For:** Matthew Lindemann**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Memorandum of Understanding Concerning Communication and Coordination between Jarrell ISD Police Department and the Williamson County Sheriff's Office

**Background**

Texas Education Code Section 37.081 (g) sets forth that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies. This MOU is being executed between Jarrell ISD Police Department and the Williamson County Sheriff's Office in order to comply with said section.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Jarrell ISD PD MOU

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/29/2025

**Reviewed By**

Hal Hawes

Delia Colon

**Date**

01/27/2025 04:57 PM

01/29/2025 12:15 PM

Started On: 01/27/2025 03:45 PM

**MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION  
AND COORDINATION BETWEEN  
THE JARRELL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT  
AND THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (this "MOU") is made and entered into by and between the following parties: The Jarrell Independent School District Police Department (JISD PD) and the Williamson County Sheriff's Office (WCSO).

**WHEREAS**, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

**WHEREAS**, the Jarrell Independent School District Police Department (JISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WCSO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

**WHEREAS**, it is the desire of the two agencies to assist one another in the notification and investigation of certain criminal offenses occurring in the territorial jurisdictions of the two entities; and,

**WHEREAS**, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Williamson County and the Jarrell Independent School District (JISD).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

**I. Notification between Parties.**

JISD PD will contact WCSO on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Williamson County Sheriff's Office and within the boundaries of the JISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Any of the following incidents shall be considered a "serious incident" for the purposes of this section:

1. Any 1<sup>st</sup> degree felony.
2. Murder or attempted murder.
3. Aggravated robbery.
4. Aggravated sexual assault.
5. Sexual assault of an adult or a child.
6. Any indecent exposure or solicitation of a child report. This includes pornographic pictures being taken of **children** or shown to **children**, **but excludes incidents determined to be punishable as class B & C level offenses under 43.261 PC.**
7. Aggravated assault where a gun or weapon is used or threatened.
8. Aggravated kidnapping.
9. Any Explosive Ordinance Device (EOD) or explosive weapon is used or

threatened.

10. Any disturbance where a mass or group is involved (i.e., riot).
11. Any criminal intelligence information developed by a JISD PD officer concerning any criminal incident which occurred, or is planned for off Jarrell ISD property, and within Williamson County Sheriff's Office jurisdiction.
12. Any other situation where Jarrell ISD PD decides there is a need based on impact to the community, impact to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

Once contacted by JISD PD, the on-duty supervisor will determine what, if any, response is needed from the Williamson County Sheriff's Office. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.

***Williamson County Sheriff's Office will notify Jarrell ISD Police Department when:***

- A. WCSO personnel are to notify the JISD PD directly, to advise of the following incidents involving JISD students, staff or school safety that occur within the jurisdiction of WCSO:
  1. All JISD bus accidents, so JISD PD can respond to facilitate assistance for the investigation and collection of student data necessary for the investigation, and so WCSO has assistance with school reunification of students to parents and assistance should alternate transportation and medical transportation be made; JISD PD defers to WCSO for investigations on the roadway and completion of all TxDOT reports. JISD PD shall assist WCSO in the collection efforts and logistics involving such collision. JISD PD will handle bus-related investigations occurring on district property.
  2. Any SWAT call up in close proximity to JISD property (addresses attached) that might cause alarm or interrupt campus or bus operations.
  3. Any armed suspect on school grounds or close to school grounds during school hours.
  4. Any sex crimes or suspicious person around school properties who is approaching students walking to and from school.
  5. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
  6. Any death of a JISD student or staff member, when WCSO becomes aware of an affiliation with JISD.
  7. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and JISD schools in the area.
  8. Any 9-1-1 calls received originating on school campuses during times when JISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1600 hours.
  9. Any calls responded to after hours or holidays involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by JISD PD personnel during

regular hours.

10. Any calls where the WCSO Deputy believes that administrative assistance may reduce recidivism or impact resources of WCSO to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.
11. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the JISD PD as designee for the Superintendent for dissemination.

**Note:** JISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the WILCO Emergency Communications Center. JISD PD agrees to maintain up to date contact numbers with WILCO Emergency Communications Center.

## **II. Investigations.**

- A. If the decision is made to call in additional WCSO resources for an incident which has occurred on school property for which the JISD PD initiated the response, the on-scene JISD PD Supervisor and WCSO Supervisor will decide which agency will take the lead.
- B. The parties have agreed that in any case in which JISD PD initiated the investigation and for which WCSO requests the lead, JISD PD will afford WCSO that authority. In order to maintain the flow of information between the agencies, however, one JISD PD officer will be assigned to work with the WCSO officer in the investigation. This collaboration will allow the JISD PD and WCSO to stay informed and team their resources to accomplish the investigative goal.
- C. It is understood that JISD PD's primary investigative duty is in school-related matters throughout the Jarrell Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. JISD PD agrees to support and assist WCSO in off-campus matters as resources are available and wanted by the WCSO. Typically, matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a Non-District location, but may require collaboration due to the cause and effect of any issues that arise at such locations.
- D. It is also understood that there may be situations in which the citizens of Williamson County and the Jarrell Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

## **III. Evidence:**

WCSO agrees to house all JISD PD evidence in the Williamson County Sheriff's evidence room. JISD PD agrees to adopt and follow the Williamson County evidence policy.

## **IV. Information and Record Sharing**

- A. WCSO and JISD PD agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g

and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.

**B. Specific requirements:**

1. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
2. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
3. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
4. JISD PD and WCSO agree that, in accord with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), JISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits JISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the District.
5. JISD policy permits the release of directory information regarding students, except where the District has been notified that the parent(s) or eligible student wishes to restrict access to the student's directory information, and shall include student name, address, and telephone number.

C. The JISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The JISD PD will support the collection of statistical crime data regarding school incidents and will share such mutually beneficial information with the WCSO as needed.

D. The JISD PD and WCSO will have access to all written reports filed by either department for offenses that occur on school property or that relate to school business, with such access to be coordinated by the respective chiefs of each agency.

**V. Off Duty Employment.**

- A. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.
- B. When employed as an off-duty officer/deputy, the off-duty officer/deputy shall adhere to the direction of the employing party's on-duty police supervisor within the confines of the Deputy's/Officer's agency policies.

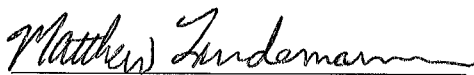
## **VI. Liability, Immunities, and Defenses.**

- A. Nothing herein shall be deemed or construed to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between WCSO and JISD PD. Neither party shall be the agent of the other or have the authority to bind the other.
- B. No party to this MOU shall be responsible for the acts of an employee of another party. Each party accepts responsibility for the actions of their personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the jurisdiction of the JISD PD.
- C. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

## **VII. Termination and Renewal.**

- A. Either party may withdraw from and terminate this memorandum of understanding on thirty (30) days written notice to the other party.
- B. This memorandum of understanding is effective when signed by both parties. The memorandum of understanding shall remain in effect for an initial term to expire on September 30, 2025. It shall automatically renew annually, on October 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding. For JISD PD, the individual with the authority to terminate this memorandum of understanding is the JISD PD Chief of Police or the JISD Superintendent.

Signed,



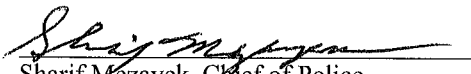
Matthew Lindemann, Sheriff  
Williamson County Sheriff's Office

1/24/2025

Date

\_\_\_\_\_  
Bill Gravell, County Judge  
Williamson County

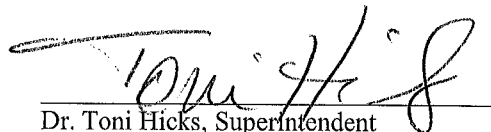
\_\_\_\_\_  
Date



Sharif Mezayek, Chief of Police  
Jarrell ISD Police Department

1/22/2025

Date



Dr. Toni Hicks, Superintendent  
Jarrell Independent School District

1/22/25

Date

### **Exhibit A: Addresses of Jarrell ISD Properties**

|                                                                                     |                          |                      |
|-------------------------------------------------------------------------------------|--------------------------|----------------------|
| <b>Jarrell ISD Police Department</b>                                                | 1100 W FM 487            | Jarrell, TX 76537    |
| <b>Jarrell Central Admin</b>                                                        | 504 N 5 <sup>th</sup> St | Jarrell, TX 76537    |
| <b>Jarrell High School</b>                                                          | 1100 W FM 487            | Jarrell, TX 76537    |
| <b>Jarrell Middle School</b>                                                        | 101 E Ave F              | Jarrell, TX 76537    |
| <b>Jarrell Ranch Middle School</b>                                                  | 2401 E FM 487            | Jarrell, TX 76537    |
| <b>Berry Creek Elementary</b>                                                       | 1301 BCH Way             | Georgetown, TX 78628 |
| <b>Double Creek Elementary</b>                                                      | 855 CR 307               | Jarrell, TX 76537    |
| <b>Igo Elementary</b>                                                               | 1601 CR 314              | Jarrell, TX 76537    |
| <b>Jarrell Elementary</b>                                                           | 1615 CR 313              | Jarrell, Tx 76537    |
| <b>DAEP – Discipline Alternative<br/>Education Program (Behind HS in Portables)</b> | 1100 W FM 487            | Jarrell, TX 76537    |
| <b>Jarrell ISD Deliveries</b>                                                       | 201 E Ave F              | Jarrell, TX 76537    |
| <b>Jarrell ISD Training Center (HUB)<br/>Jarrell ISD Admin Technology</b>           | 506 N 5 <sup>th</sup> St | Jarrell, TX 76537    |
| <b>Paw Prints Child Development Center</b>                                          | 502 N 5 <sup>th</sup> St | Jarrell, TX 76537    |



## **Exhibit B: Map of Overlapping Police Jurisdiction**



**Commissioners Court - Regular Session****27.****Meeting Date:** 02/04/2025

Attorney Salary Study Market Group

**Submitted For:** Allen Frederick**Submitted By:** Kaylan Diederich, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on the proposed specialized market group for attorney positions within the County Attorney, District Attorney, and General Counsel offices of Williamson County.

**Background**

The proposed market group for attorney positions (non-attorney positions within these offices will remain in the normal WilCo market group that is outlined in the Employee Policy Manual) is as follows: Collin County, Denton County, Fort Bend County, Montgomery County, Travis County, Office of the Attorney General, City of Austin, City of Cedar Park, City of Georgetown, City of Leander, and City of Round Rock.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kaylan Diederich

Final Approval Date: 01/30/2025

**Reviewed By**

Kayla Marek

Delia Colon

**Date**

01/30/2025 10:11 AM

01/30/2025 10:27 AM

Started On: 01/29/2025 08:54 AM

**Commissioners Court - Regular Session****28.****Meeting Date:** 02/04/2025

Director District Court Administration

**Submitted For:** Rebecca Clemons**Submitted By:** Becky Pruitt, Commissioners Court**Department:** Commissioners Court**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a policy exception for a new hire within the All-District Courts department for the position Director of District Court Administration,1905.

**Background**

The selected candidate for the role has extensive leadership and government experience. No additional funds would be needed, as the request would be to pay the candidate the budgeted amount of \$140,046.68 already on the position. Current policy allows leadership to hire employees at 15% over the minimum of the grade. This position is graded a B.40, with the minimum set at \$111,597.56 and 15% over the minimum is \$128,337.20. The amount requested would be approx. 25% over the minimum.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Becky Pruitt

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 02:49 PM

Started On: 01/29/2025 10:19 AM

**Commissioners Court - Regular Session****29.****Meeting Date:** 02/04/2025

Donation to Juvenile Services

**Submitted By:** Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on accepting a donation to Williamson County Juvenile Services from St. Richards Episcopal Church in the amount of \$90.00 for supplies for youth(s).

**Background**

St. Richard's Episcopal Church in Round Rock, TX has generously donated \$90.00 to Williamson County Juvenile Services for supplies for youth(s) in our care.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 01:03 PM

Started On: 01/29/2025 08:43 AM

**Commissioners Court - Regular Session****30.****Meeting Date:** 02/04/2025

Approval of Service Agreement for Consulting with Berry, Dunn McNeil &amp; Parker, LLC for Information Services

**Submitted For:** Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Service and Purchase Contract #2025111 between Williamson County and Berry, Dunn McNeil & Parker, LLC for consulting services to assist with an asset management software selection initiative in the amount of \$113,460.00 and authorizing the execution of the service contract pursuant to TIPS 230601.

**Background**

This Service and Purchase Contract will engage Berry, Dunn McNeil & Parker, LLC to help conduct an RFP Process for the purchase of a New Asset and Maintenance Management system, by Williamson County, for the county's Road and Bridge, Facilities Management and Parks Departments. The New Asset and Maintenance Management solution is planned to replace the existing Vueworks Software currently used by these three (3) departments. Due to the complex nature of the product and the numerous different functionalities that are needed by each of the departments mentioned, we are seeking to conduct this RFP process with the help of experts who have performed this process before with other state and local government organizations. The vendor will provide software needs analysis, software planning and procurement services as well as software implementation project management and oversight as outlined in the attached. Funding is from 01.0100.0503.004100 FY25. Origination #1899. The department point of contract is Minnie Betell.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Contract

Form 1295

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 01/30/2025

**Reviewed By**

Joy Simonton

Delia Colon

**Date**

01/30/2025 10:09 AM

01/30/2025 10:24 AM

Started On: 01/28/2025 10:16 AM

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## WILLIAMSON COUNTY SERVICES CONTRACT ADDENDUM

Berry, Dunn McNeil & Parker, LLC  
(Cooperative Contract: TIPS 230601)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS SERVICES CONTRACT ADDENDUM (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Berry, Dunn McNeil & Parker, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal**, being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### II.

**Effective Date and Term:** This Contract shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated by either party pursuant to paragraph IX below, the contract shall renew automatically for one year with the terms and conditions remaining the same.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is One Hundred Thirteen Thousand, Four Hundred Sixty Dollars (\$113,460.00) per year, unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| Type of Coverage                                                                                                                                                              | Limits of Liability    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| a. Worker's Compensation                                                                                                                                                      | Statutory              |
| b. Employer's Liability                                                                                                                                                       |                        |
| Bodily Injury by Accident                                                                                                                                                     | \$500,000 Ea. Accident |
| Bodily Injury by Disease                                                                                                                                                      | \$500,000 Ea. Employee |
| Bodily Injury by Disease                                                                                                                                                      | \$500,000 Policy Limit |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |

| COVERAGE                                                                                      | PER PERSON  | PER OCCURRENCE |
|-----------------------------------------------------------------------------------------------|-------------|----------------|
| Comprehensive General Liability<br>(including premises, completed operations and contractual) | \$1,000,000 | \$1,000,000    |



Aggregate policy limits: \$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON         | PER OCCURRENCE |
|------------------------------------|--------------------|----------------|
| Bodily injury<br>(including death) | \$1,000,000        | \$1,000,000    |
| Property damage                    | \$1,000,000        | \$1,000,000    |
| Aggregate policy limits            | No aggregate limit |                |

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: [coi.submission@wilco.org](mailto:coi.submission@wilco.org).

## V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

## IX.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

## X.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XI.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

## **XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

## **XIV.**

**No Assignment:** Service Provider may not assign this Contract.

## **XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

## **XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection

with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

**XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](http://www.wilco.org/WilliamsonCountyVendorReimbursementPolicy.pdf). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

**XXI.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A,"** which incorporates Cooperative Contract: TIPS 230601 and;
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

**XXII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Judge Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

\_\_\_\_\_  
Berry, Dunn McNeil & Parker, LLC  
Name of Service Provider

\_\_\_\_\_  
  
Authorized Signature

Kevin Price

\_\_\_\_\_  
Printed Name

Date: January 27, 2025

**Approved as to Legal Form**  
**JACQUELINE LENTZ**  
**General Counsel, Commissioners Court**  
Date: Jan 27 2025 Time: 11:48 am

**Reviewed by Contract Audit**  
**SARA GREER, CGAP**  
**Contract Auditor**  
**Williamson County Auditor's Office**  
Date: Jan 27 2025 Time: 8:38 am

## **EXHIBIT A**



January 15, 2025

Williamson County  
Attn: Minnie Beteille  
301 SE Inner Loop, Suite 105  
Georgetown, TX 78626

Dear Minnie Beteille:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter describing how we might assist Williamson County (the County) with its asset management software selection initiative. We value the County as an existing client and are proud of the work we have accomplished together. We appreciate the opportunity to be considered for this initiative, and we are pleased to share the following information—including firm, representative team members, experience, approach, work plan, and cost details.

## Understanding the County's Needs

We understand that the County's Road and Bridge Department, Facilities Management Department, and Park Department currently use Data Transfer Solutions, LLC (DTS) VUEWorks asset management software and that each department is looking to implement a new computerized maintenance management system (CMMS) that will better suit their evolving needs. The County's Technology Services Department has started collecting requirements for a request for proposals (RFP) for a new system. However, the County believes it may be beneficial to work with a consultant who can fully assess each department's needs, develop an RFP, and assist with selecting a new system.

## Key Qualifications

As evident in the key points that flow, we have a strong desire to partner with the County; a clear understanding of the work effort required and the County's needs, and extensive experience conducting similar projects in the State and nationally.



### **Our extensive experience conducting similar scopes of work.**

Asset management software needs assessments are a core service of our specialized Community Development and Utility Operations Practice. The County can rely on our team to deliver a proven yet highly customizable project approach that is effective and efficient while being flexible to the County's unique needs and goals. Our team has firsthand experience leading countywide community development departments and asset management functions and regularly consults these departments as they assess current systems and processes, identify opportunities for improvement, and implement recommendations. As a result, we understand the technical aspects of the County's project, as well as the staff and customer considerations.



**Our commitment to serving public-sector clients in the State.** Our project team is very familiar with the State's public-sector landscape, including through work with Denton County Transit Authority, Ellis County, Galveston County, and Travis County. We have extensive experience successfully completing projects of similar scope and size to the initiative proposed. Below, we list our public-sector clients in the State. This experience supports our ability to respond to the unique elements associated with the County.

■ City of Allen

■ City of Farmers  
Branch

■ City of New  
Braunfels

■ Ellis County

- |                              |                            |                                      |                                                                             |
|------------------------------|----------------------------|--------------------------------------|-----------------------------------------------------------------------------|
| ▪ City of Amarillo           | ▪ City of Fate             | ▪ City of Pearland                   | ▪ Galveston County                                                          |
| ▪ City of Arlington          | ▪ City of Fort Worth       | ▪ City of Pflugerville               | ▪ North Texas<br>Emergency<br>Communications<br>Center                      |
| ▪ City of Austin             | ▪ City of Frisco           | ▪ City of Plano                      | ▪ Round Rock<br>Independent<br>School District                              |
| ▪ City of Benbrook           | ▪ City of Galveston        | ▪ City of Richardson                 | ▪ Texas A&M<br>University                                                   |
| ▪ City of Burleson           | ▪ City of Garland          | ▪ City of Rowlett                    | ▪ Travis County                                                             |
| ▪ City of Carrollton         | ▪ City of<br>Georgetown    | ▪ City of Sugar Land                 | ▪ University of<br>North Texas<br>Health Science<br>Center at Fort<br>Worth |
| ▪ City of Cedar Hill         | ▪ City of Grand<br>Prairie | ▪ City of University<br>Park         |                                                                             |
| ▪ City of Cedar<br>Park      | ▪ City of Irving           | ▪ City of Weatherford                |                                                                             |
| ▪ City of College<br>Station | ▪ City of Katy             | ▪ City of West<br>University Place   |                                                                             |
| ▪ City of Dallas             | ▪ City of Leander          | ▪ City of Wichita Falls              |                                                                             |
| ▪ City of Denton             | ▪ City of Mansfield        | ▪ CommUnity Care                     |                                                                             |
| ▪ City of DeSoto             | ▪ City of McKinney         | ▪ Denton County<br>Transit Authority |                                                                             |
| ▪ City of<br>Duncanville     | ▪ City of Mesquite         |                                      |                                                                             |
| ▪ City of Ennis              | ▪ City of Midland          |                                      |                                                                             |



**Our proven project management approach embeds change management methodologies.** Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®) as well as inputs from Agile and Lean principles. Additionally, we know the important role organizational change

management plays in implementation processes; therefore, we integrate a disciplined change management approach to our work—from system selection through implementation—using Prosci® and other leading change management methodologies and best practices as a foundation. This integration will help ensure the County's stakeholders have opportunities to provide input, support, and buy-in for all decisions to help increase the likelihood of project success.



**Our independent and objective advisory services.** Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further,

we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge vendor outreach program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times. BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.



## Firm Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. A Limited Liability Company formed in 1974 with 69 principals and 36 owners, BerryDunn employs more than 935 staff across 10 offices nationally.

Our Consulting Services Team employs more than 335 staff and has been serving state, local, and quasi-governmental agencies for over 30 years. From extensive project experience for more than 650 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services, as listed on the following page, that supports our ability to complete tasks outlined by the County on this initiative.

- ▶ **Software Needs Assessments**
- ▶ **Software Planning and Procurement**
- ▶ **Software Implementation Project Management and Oversight**
- ▶ Business Process Improvement, Reviews, and Redesign
- ▶ Organizational, Operational, and Staffing Analyses
- ▶ Organizational Change Management
- ▶ Performance Analyses
- ▶ Enterprise and Departmental Strategic Planning
- ▶ Leadership and Organization Development
- ▶ Comprehensive/Master Planning
- ▶ IT Assessments and Strategic Plans
- ▶ Project Assessments and Remediation
- ▶ Cost of Service and Fee Studies

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and planning for success. Our consultants have experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

*Figure 1: Local Government Practice Group Specialization*



BerryDunn's **Community Development and Utility Operations Practice** will serve the County on this initiative. This practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions. This practice is composed of industry experts with both firsthand and project experience. As American Institute of Certified Planners (AICP)-certified planners, our team understands the importance of sound planning principles, community vision setting, and the need for innovative policies and regulations to carry out planning priorities.

Our **Parks, Recreation, Libraries Practice** will contribute insights and expertise as well. This practice is comprised of former public-sector parks, recreation, and library leaders who regularly provide master and strategic planning, programming and financial analysis, feasibility studies, change management, service quality assessments, and more—offering clients deep expertise built upon decades of experience working in and with

agencies on comparable projects. These team members are actively involved in the National Recreation and Park Association (NRPA) and State-level industry groups.

## Relevant Experience

Our proposed project team has vast firsthand experience in working with our municipal clients to assess the asset management software required to carry out facilities, parks, and road and bridge management. As necessary, we have also assisted with related system selection and implementation efforts. Our range of asset management and relevant department-specific system assessment and implementation work is indicated in the relevant engagements in Table 1. This experience will allow our team to understand all facets and functions of the County's current system.

*Table 1: Summary of Relevant Public-Sector System Selection Experience*

| Client                                | Project Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Legacy System(s)                                                                                           | Project Dates                                                        |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <b>City of Beaverton, Oregon</b>      | <p>BerryDunn worked with the City to provide land management system needs assessment and system selection consulting, which included a current environment assessment and recommendations report, requirements and RFP development, system selection assistance, and contract negotiation assistance.</p> <p>BerryDunn was later engaged to provide implementation project management services during the City's Infor implementation.</p>                                                                                                                                                                                                                                                                                                                    | Planning, Permitting and Site Development ( <i>Customized System</i> )                                     | <p>January 2019 – August 2020</p> <p>September 2021 – April 2023</p> |
| <b>City of Boca Raton, Florida</b>    | <p>Our team worked with the City to implement a system for land management, planning, permitting, inspections, business licensing, and code enforcement functions, which followed selection activities (requirements definition, RFP development, and procurement assistance).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Planning, Permitting, Code Enforcement, and Business License ( <i>SunGard HTE</i> ), and Avolve ProjectDox | July 2017 – March 2023                                               |
| <b>City of Broken Arrow, Oklahoma</b> | <p>The City of Broken Arrow engaged BerryDunn to assist in its selecting replacement systems for Enterprise Resource Planning (ERP), Utility Billing, Planning and Permitting, and Public Safety functions. We helped the City in developing functional and technical requirements, as well as the development of its RFP. Following receipt of proposals, BerryDunn assisted the City in system selection, including the development of proposal summary memos, short-list identification, and demonstration facilitation, followed by contract negotiation assistance.</p> <p>BerryDunn was also chosen by the City to assist with the implementation of selected Planning and Permitting, Asset Management, Utility Billing, ERP, and CAD/RMS systems.</p> | Planning, Permitting, and Code Enforcement ( <i>SunGard HTE</i> )                                          | July 2019 – August 2022                                              |

| Client                                  | Project Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Legacy System(s)                                                                        | Project Dates               |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------|
| <b>City of Denton, Texas</b>            | BerryDunn worked with the City to develop an IT Strategic Plan, which identified a need to replace the City's existing EAM system. The City selected BerryDunn to lead this initiative. We surveyed users and conducted fact-finding work sessions across multiple departments using disparate EAM systems including InforEAM, Cartegraph, CityWorks, IBM Maximo and FasterWeb. We then developed a needs assessment report, developed citywide functional and technical requirements, developed an RFP, and assisted with vendor selection. | Enterprise Asset Management<br>(InforEAM, Cartegraph, CityWorks, IBM Maximo, FasterWeb) | February 2022 – Present     |
| <b>City of DeSoto, Texas</b>            | BerryDunn conducted an assessment of current software needs and assisted the City with the development of an RFP and selection of a replacement software vendor.                                                                                                                                                                                                                                                                                                                                                                             | ERP (STW), Planning, Permitting, and Code Enforcement (iWorQ)                           | March 2019 – March 2021     |
| <b>City of Farmers Branch, Texas</b>    | BerryDunn helped the City define requirements and release an RFP to select an enterprise system replacement, including planning, permitting, and code enforcement as functional areas. Our team also helped the City implement its chosen solution.                                                                                                                                                                                                                                                                                          | Permitting and Code Enforcement (MyGov), and Planning (SharePoint and Excel)            | October 2017 – October 2023 |
| <b>City of Fredericksburg, Virginia</b> | The City worked with BerryDunn to develop an enterprise RFP to include planning, permitting, inspections, and code enforcement as functional areas. Our team also conducted as-is business process diagramming as part of our selection activities.                                                                                                                                                                                                                                                                                          | Bright and Associates, Inc. (BAI)                                                       | January 2017 – May 2017     |
| <b>City of Frisco, Texas</b>            | Our team provided electronic plan review (EPR) system consulting, including as-is process diagramming, options analysis, and system selection assistance. BerryDunn is currently providing project management oversight as the City implements Avolve ProjectDox.                                                                                                                                                                                                                                                                            | Planning and Permitting<br>(CentralSquare TRAKiT and Hyland OnBase)                     | May 2018 – December 2022    |
| <b>City of Irvine, California</b>       | BerryDunn is currently assisting the City with a permit software needs assessment, procurement, and implementation project. This project involved conducting a current environment assessment, reviewing previously developed requirements and RFP documents, developing an updated RFP package, and providing system selection assistance. BerryDunn is currently providing implementation project management support.                                                                                                                      | Planning, Permitting, Code Enforcement, and Business License (Tyler Eden)               | August 2020 – Present       |
| <b>City of Irvine, California</b>       | Our team is currently assisting the City's Department of Public Works and Transportation as it selects a new work order management system. This system will serve multiple divisions, including but not limited to facilities and rehab, fleet services, streets, landscape, traffic operations, neighborhood traffic, and administrative                                                                                                                                                                                                    | Work Order Management                                                                   | May 2023 – Present          |

| Client                             | Project Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Legacy System(s)                                                       | Project Dates                |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------|
|                                    | services. To date, we have assessed the Department's current and future needs, identified pre-qualified vendors, and developed RFP documents. We are currently assisting with system selection and will provide contract negotiation and award assistance.                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |                              |
| City of Mansfield, Texas           | BerryDunn provided the City with support during its community development and enterprise asset management (EAM) system selection process. This involved developing an RFP, assisting with vendor selection, and providing contract negotiation support.                                                                                                                                                                                                                                                                                                                                                                                                                        | MyGov                                                                  | November 2021 – October 2023 |
| City of Mesquite, Texas            | BerryDunn led a land management and community development system needs assessment and system selection project, which included RFP development, system selection assistance, and contract negotiation assistance.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Planning, Permitting, and Code Enforcement<br>(Non-Integrated Systems) | October 2013 – October 2015  |
| City of Philadelphia, Pennsylvania | BerryDunn partnered with the City to help the Philadelphia Parks and Recreation Department (PPR) transition from a work order and asset management system that had been in place for seven years. PPR sought a new system that would better handle the size of its environment, focus on asset-level management, and leverage technological advancements. It desired a cloud-based system that could integrate with GIS systems, handle inventory management, and improve work order management capabilities. We worked with PPR to assess its current state, define its desired future state, develop requirements, analyze the vendor marketplace, and recommend next steps. | Work Order and Asset Management (Wizard Software's Performo)           | June 2023 – May 2024         |
| City of Plano, Texas               | The City first selected BerryDunn to provide business process improvement services to its Building Inspections Department with a goal to increase efficiency, intra-department cooperation, and external transparency during its permitting and service delivery processes. The City then contracted BerryDunn to assist with the selection of a new community development system—including RFP development, vendor selection, contract negotiation assistance, and implementation—and later enlisted BerryDunn to conduct an assessment and gap analysis of the new system.<br><br>BerryDunn is currently providing implementation project management support.                | CentralSquare TRAKiT                                                   | September 2021 – Present     |
| City of Scottsdale, Arizona        | Our team is currently assisting the City through the implementation of a replacement system to manage planning, permitting, inspections, EPR, and code enforcement functions. We conducted a current                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Custom-Developed System                                                | June 2022 – Present          |

| Client                                    | Project Details                                                                                                                                                                                                                                                                                                                                                                                                                   | Legacy System(s)                                                                      | Project Dates                 |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------|
|                                           | environment assessment, documented current business processes, developed requirements, and developed an RFP.                                                                                                                                                                                                                                                                                                                      |                                                                                       |                               |
| <b>City of Tucson, Arizona</b>            | To help the City select and implement a new community development system, BerryDunn conducted a needs assessment, developed an action plan, defined requirements, developed the RFP, assisted with system selection activities, and provided contract negotiation assistance.                                                                                                                                                     | Planning, Permitting, Code Enforcement, and Business License<br>(Accela Permits Plus) | December 2014 – June 2018     |
| <b>City of Wilmington, North Carolina</b> | To assist the City in selecting and implementing an enterprise system, asset management, and work orders as functional areas, BerryDunn conducted a current environment needs assessment, defined requirements, developed an RFP, facilitated selection activities, and guided contract negotiation.<br><br>Our team assisted with the implementation of the City's chosen system.                                                | Planning, Permitting, and Code Enforcement<br>(SunGard HTE)                           | December 2016 – 2021          |
| <b>City of Woodinville, Washington</b>    | The City, on behalf of its Development Services and Public Works Departments, selected BerryDunn to assist with implementing identified improvements; update policies, procedures, and permit review tools; and reconfigure its Accela permit review tracking software.                                                                                                                                                           | Accela                                                                                | July 2023 – Present           |
| <b>City of Vancouver, WA</b>              | The City contracted BerryDunn to assess its use of Infor Public Sector with a goal of identifying root causes of process and/or system deficiencies, documenting opportunities for improvement in current business processes, identifying gaps in the current system, and evaluating whether an upgrade and/or replacement was necessary. In-scope departments included community development, public works, and utility billing. | Infor                                                                                 | January 2024 – September 2024 |
| <b>Doña Ana County, New Mexico</b>        | BerryDunn worked with the County's Community Development Department to assess its needs with regard to a new land management software for building permit review and inspections, code enforcement, business registration, and land use cases, as well as develop an RFP and assist with vendor selection and contract negotiations.                                                                                              | iWorkQ                                                                                | June 2021 – January 2023      |
| <b>Kern County, California</b>            | BerryDunn is currently working with the County to optimize its building permit processes. Throughout this permit process improvement project, our team has focused on improving the County's use of Accela.                                                                                                                                                                                                                       | Accela                                                                                | February 2024 – Present       |

| Client                             | Project Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Legacy System(s)                                               | Project Dates                |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------|
| <b>Maui County, Hawaii</b>         | The County selected BerryDunn to refine its Department of Parks and Recreation's permitting software needs and requirements and support the acquisition of a new software system. Our work included reviewing a draft RFP, conducting research to understand the Department's needs, finalizing the RFP, and assisting with system selection.                                                                                                                                                                                                                                                 | Active.NET                                                     | June 2020<br>– June 2021     |
| <b>New Kent County, Virginia</b>   | BerryDunn conducted an ERP needs assessment project that included conducting a current environment assessment and development of functional and technical requirements for a replacement system, including planning, permitting, and code enforcement.                                                                                                                                                                                                                                                                                                                                        | Bright and Associates, Inc. (BAI)                              | June 2013<br>– February 2017 |
| <b>Pitkin County, Colorado</b>     | The County requested the completion of a needs assessment, definition of functional and technical requirements, RFP development, and system selection assistance as part of replacing its permitting system. The County replaced its legacy system with support from BerryDunn.                                                                                                                                                                                                                                                                                                               | Planning and Permitting (Tyler Technologies Eden and BlueBeam) | December 2017<br>– June 2020 |
| <b>Thurston County, Washington</b> | BerryDunn is currently conducting a needs assessment of the Thurston County Public Works' (TCPW's) asset management system, VUEWorks. BerryDunn is working with TCPW to explore its current and future asset management processes through document and data review, workshop facilitation, process improvement analysis, and current and future state business process mapping. Our goal is to define functional, non-functional, and technical requirements and to determine the best path forward, assuming the County will need to procure and implement a modern asset management system. | Asset Management (VUEWorks)                                    | May 2024<br>– Present        |

## Representative Project Team Members

At BerryDunn, we believe in the synergy that accompanies a team approach. To that end, we will assemble a highly qualified project team to meet the County's unique needs. The following team members are representative of the qualifications and experience the County can expect of a project team assigned to this project.



**Kevin Price, MPP, PMP®, Prosci®**

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting agencies similar to the County with business process improvement, system assessment and selection, and fee study projects. He has led business process improvement, strategic planning, and system selection projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas.

Kevin has extensive experience supporting the full life cycle of community development system selection. He specializes in supporting municipal community development functions as they assess current business processes and software, determine current and future needs, and implement recommendations for improvement or select and implement new systems. He has provided services similar to those requested by the County for Thurston County, Washington; City of Irvine, California; City of Wilmington, North Carolina; and the Cities of Denton and Farmers Branch Texas. He has also helped clients such as the City of Woodinville, Washington, as they work to implement permitting process recommendations.



**Austin Nichols, MBA**

Austin is a senior consultant specializing in leading software assessment and system replacement projects, both as a consultant and former local government leader. In addition to serving as project manager of the County's ERP system selection project, Austin is currently project manager of electronic planning and permitting system selection projects with the City of Denton, Texas, and City of Arlington, Texas as well as EAM system selection projects with the City of Denton, Texas, and the City of Irvine, California. Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale software projects, developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.



**Andrea Brinkley, MPA, PMP®**

Andrea is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience with prior public-sector titles ranging from capital improvement program director to assistant director of capital projects and assistant director of public works. As such, she has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, and engagement with communities. She has worked with utilities, public works, and finance department teams to formulate project-related costs, conduct forecasting, and assist with programming and planning for debt issuances and new source funding. Both in the public sector and as a consultant, her leadership approach is collaborative and participatory. Andrea has supported BerryDunn's asset-management-related consulting

projects for clients such as the City of Fort Worth, Texas; City of Irvine, California; Thurston County, Washington; and Hawai'i County, Hawai'i.



**Joseph Bergeon**

Joseph Bergeon is a consultant in BerryDunn's Local Government Practice Group. He regularly supports our Technology Management and Community Development and Utility Operations practices. Joseph brings experience in government and community engagement at the local and federal levels. Joseph focuses on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields. He has served in a similar role on projects with the Cities of Arlington and Denton, Texas, and City of Bridgeport, Connecticut.

## Proposed Approach

### Guiding Methodologies

#### Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s Guide to the Project Management Body of Knowledge® (PMBOK® Guide).

#### Change Management

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of the new systems. BerryDunn has observed resistance to change in virtually all our systems-based engagements, and we will work with the County to proactively address resistance by:

- ▲ Engaging stakeholders at the right level throughout the project—from initial planning through go-live—to build understanding of the need for change and gain support from the people who will be using a potential future solution, and who are most familiar with current processes
- ▲ Developing and executing a communications plan that considers the information needs of each stakeholder group
- ▲ Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change. Consistent with the Prosci® methodology, the County can expect our change management approach to involve three stages, as described below and on the following page.



### 1: Preparing for Change

Developing change management strategies, based on input from the County's stakeholders on the existing environment.

### 2: Managing Change

Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.

### 3: Reinforcing Change

Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

## Work Plan

BerryDunn strives to be flexible when developing and executing an effective work plan. We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

You can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County review and approval of all deliverables and key milestones
- Built-in project management and change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for County stakeholders to give input in the information-gathering process, understand recommendations, and trust in the plans for moving forward

Figure 2 presents an overview of our work plan, which we detail below and on the following pages.

*Figure 2: Project Work Plan Overview*



## Project Initiation and Management

**0.1 Conduct initial project planning and a project kickoff call.** We will conduct an initial project planning and project kickoff teleconference with the County's project management team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach to managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate County staff members involved in the project.

## Project Initiation and Management

**0.2 Develop a Project Work Plan and Schedule.** Based on the information gathered from our initial project planning and project kickoff teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the County, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the County's related to project control, including quality management and deliverable submission/acceptance management. We will facilitate a virtual work session to review and confirm the Project Work Plan and Schedule with the County's project team before finalizing.

### *Deliverable 1 – Project Work Plan and Schedule*

**0.3 Develop Biweekly Project Status Updates.** Throughout the project, our project manager, Austin Nichols, will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the County's project manager to review the status updates.

### *Deliverable 2 – Biweekly Project Status Updates*

## Phase 1. Current State Discovery

**1.1 Develop and issue a web survey.** We will develop and distribute a web survey to County staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the County's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

**1.2 Develop and issue an information request.** Prior to conducting our work, we will provide the County's project team with an information request sheet to help gather available documentation to support the work effort (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation and fact-finding meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time.

**1.3 Review the results of the web survey and information request.** We will review the results of the web survey and the information request once completed. As mentioned, this preliminary work will help us to establish a foundational understanding of the County's current environment and inform upcoming fact-finding meetings. It will also minimize the time needed to familiarize our team with the County's business processes, thereby limiting the burden on County staff.

**1.4 Facilitate an in-person project kickoff presentation.** We will prepare for and facilitate an in-person project kickoff presentation with County project stakeholders. This will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

**1.5 Facilitate current environment fact-finding meetings.** Following the project kickoff presentation, we will conduct in-person fact-finding meetings with appropriate County staff. These meetings may take the form of interviews with staff, process observation, and field ride-alongs. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are

### Phase 1. Current State Discovery

critical or unique to the County. We will also meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs.

**1.6 Conduct follow-up to fact-finding meetings.** We will conduct follow-up activities virtually as needed to confirm and clarify our understanding of the County's current state. It is our goal to be thorough in this process to help ensure the future state is reflective of and addresses current needs.

**1.7 Develop a Current State Analysis Memo.** Using the information gathered through our data and documentation request, survey, and fact-finding meetings, we will draft a Current State Analysis Memo that will include a full review of business operations, including the following:

- ▶ Current systems use
- ▶ Reporting needs
- ▶ Identification of supporting systems and tools, e.g., Excel, paper
- ▶ Primary challenges
- ▶ Opportunities for improvement
- ▶ Interfaces
- ▶ Data conversion requirements
- ▶ Recommended key decision points
- ▶ Any additional considerations

**1.8 Review the Memo with the County's project team.** We will facilitate a virtual work session with the County's project team to review the draft Memo and its contents and solicit feedback before updating it to final form.

#### ***Deliverable 3 – Current State Analysis Memo***

### Phase 2. RFP Development

**2.1 OPTIONAL. Facilitate vendor outreach information sessions.** Optionally, we will facilitate virtual sessions with up to six vendors to provide the County with information on the capabilities of the systems on the marketplace. Each session will be scheduled for two hours, and we will provide participating vendors with a format to follow for ease of comparison. By holding these sessions, the County will be better informed when finalizing requirements for the future EAM solution. Following the sessions, we will conduct a debrief survey to solicit feedback from County participants regarding desired functionality to be included in the RFP for the future system.

**2.2 Develop Preliminary Functional and Technical Requirements.** BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. By drawing from this database and the information gathered through fact-finding activities, we will make refinements for those processes that are critical or unique to the County.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of requirements being defined upfront for most of our clients.

#### ***Deliverable 4 – Preliminary Functional and Technical Requirements***

## Phase 2. RFP Development

**2.3 Conduct joint requirements planning (JRP) work sessions.** We will facilitate JRP work sessions with County stakeholders and our project team members to review the Preliminary Requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We plan to conduct these virtual work sessions over three days. Following the sessions, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

### ***Deliverable 5 – Final Functional and Technical Requirements***

**2.4 Meet with the County's purchasing agent.** Our team will meet with the County's purchasing agent and/or other procurement representatives to review and confirm the approach to planning for and developing the resulting RFP Document. We will leverage our understanding of the County's procurement program and processes, policies, and templates gained through our work on the County's ERP system selection project. Our team recognizes that each RFP process and software planning project is unique, and the County can expect our team to speak directly to the unique considerations that come along with a large initiative such as the County's.

**2.5 Develop an RFP Package.** We will develop a draft RFP Package using a proven format that incorporates information pertaining to the project's history, a high-level description of the County's current asset management environment, the desired approach to implementing a new solution, the County's final functional and technical requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the County's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the County's procurement team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major vendors in the market.

**2.6 Assist with vendor inquiries.** Our project team will also assist the County's project team in responding to vendor questions in response to the RFP Document and developing corresponding answers and addenda as needed. We will help to facilitate pre-proposal meetings with vendors as necessary.

### ***Deliverable 6 – RFP Package***

## Phase 3. System Selection

**3.1 Perform an initial completeness review of vendor proposals.** We will begin the proposal review process by conducting an initial review of proposals and identifying any items that require immediate clarification.

**3.2 Analyze vendor proposals received and develop a Proposal Summary Memo.** We will compile proposal responses into a single Proposal Summary Memo. The memo will include a summary of each proposal received and provide a level-of-fit analysis, including a quantitative analysis of each vendor's ability to meet the County's Functional and Technical Requirements. We plan to review up to eight vendor proposals.

### Phase 3. System Selection

**3.3 Facilitate round one scoring.** We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

#### ***Deliverable 7 – Proposal Summary Memo and Vendor Short List Identification***

**3.4 Prepare for vendor demonstrations.** We will meet with the County's project team virtually to discuss the format of vendor demonstration scripts. We will then develop a draft demonstration script template and provide it to the County's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

**3.5 Facilitate vendor demonstrations.** One of our project team members will facilitate the in-person demonstrations. We plan to invite up to three vendors, allocating 1.5 days to each vendor. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

**3.6 Facilitate round two scoring.** Immediately following the final demonstration, we will participate in the second round of vendor scoring to identify the vendor or vendors on whom the County's project team should perform its reference checks.

**3.7 Prepare the County for reference checks and site visits.** We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the County's project team to discuss the suggested approach for the reference checks.

**3.8 Facilitate final scoring.** We will participate in the final scoring meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

#### ***Deliverable 8 – Preferred Vendor Identification***

**3.9 Assist with contract negotiations.** At the conclusion of final scoring activities, we anticipate supporting the County with the contract negotiations process when and where it will benefit the County most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiation activities, we will draw on these experiences to help ensure the County's best interests are met and project goals and objectives are achieved.

Working collaboratively with the County's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract using the County's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the County's project team to help ensure that requirements are clearly defined and to establish that the County agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to County leadership as it relates to receiving approval and contract execution

### Phase 3. System Selection

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor.

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.

#### **Deliverable 9 – Contract Negotiation Assistance**

## Fees

Table 2 presents a breakdown of our proposed fees by project phase and deliverable. Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the County with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our plan for a hybrid project delivery
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Our fee proposal assumes that satisfying a deliverable is based on the County's signed acceptance. We will work with the County's project manager to update our deliverables as required until they are accepted by the County. The County will not incur any additional costs associated with the process of reaching deliverable acceptance.

*Table 2: BerryDunn's Proposed Fees by Phase and Deliverable*

| Phase and Deliverable                         | Fee              |
|-----------------------------------------------|------------------|
| Project Initiation and Management             | \$14,795         |
| Phase 1. Current State Discovery              | \$36,905         |
| Phase 2. RFP Development                      | \$21,910         |
| Phase 3. System Selection                     | \$39,850         |
| <b>Total</b>                                  | <b>\$113,460</b> |
| <i>Optional Tasks</i>                         |                  |
| Task 2.1 Vendor outreach information sessions | \$3,680          |
| *Estimated Travel Expenses                    | \$7,500          |

\* Travel expenses will be billed only as incurred.

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. The following table shows our planned project roles, estimated hours by role, and proposed costs to indicate alignment within the TIPS rates.

*Table 3. Project Roles and Allocations*

| Project Role          | Estimated Hours | Proposed Rate | TIPS Rate |
|-----------------------|-----------------|---------------|-----------|
| Project Principal     | 38              | \$475         | \$485     |
| Project Manager       | 115             | \$280         | \$286     |
| Lead Business Analyst | 134             | \$250         | \$252     |
| Business Analyst      | 159             | \$210         | \$213     |

Additionally, we will submit invoices in accordance with the County's Vendor Reimbursement Policy (dated March 29, 2023).

## In Closing

If you have any questions regarding the services we can provide or wish to discuss your goals and objectives with us in more detail, please feel free to contact us directly. We look forward to learning how we can help the County achieve its goals and objectives for this important initiative.

Sincerely,



**Kevin Price, MPP, PMP®, Prosci® CCP | Principal**

2211 Congress Street, Portland, ME 04102  
207.541.2379 | kprice@berrydunn.com

## CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Berry, Dunn, McNeil & Parker, LLC  
Portland, ME United States

**Certificate Number:**  
2025-1259569

Date Filed:

01/22/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025111

BerryDunn FY25 Asset and Maintenance Management System RFP

[illegible]

**5 Check only if there is NO Interested Party.**

☐

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, USA.

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cumberland County, State of Maine, on the 22nd day of January, 2025.  
(month) (year)

Re Re

Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Berry, Dunn, McNeil & Parker, LLC  
Portland, ME United States

**Certificate Number:**  
2025-1259569

**Date Filed:**  
01/22/2025

**Date Acknowledged:**  
01/28/2025

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2025111  
BerryDunn FY25 Asset and Maintenance Management System RFP

| 4 | Name of Interested Party          | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|-----------------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                                   |                                          | Controlling                              | Intermediary |
|   | Berry, Dunn, McNeil & Parker, LLC | Portland, ME United States               | X                                        |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |
|   |                                   |                                          |                                          |              |

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****31.****Meeting Date:** 02/04/2025

Accepting donations by Veteran Services

**Submitted For:** Michael Hernandez**Submitted By:** Misty Cordero-Pierce, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

**Background**

Donation by Commissioner Covey to help prepare for Veteran Services' fundraiser.

---

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0000.367400 | Donations   | 1000.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Cordero-Pierce

Final Approval Date: 01/27/2025

**Reviewed By**

Andrea Schiele

**Date**

01/27/2025 04:13 PM

Started On: 01/23/2025 02:35 PM

**Commissioners Court - Regular Session****32.****Meeting Date:** 02/04/2025

Accept donations by Veteran Services

**Submitted For:** Michael Hernandez**Submitted By:** Misty Cordero-Pierce, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

**Background**

Donation received by Commissioner Covey for Veteran Services' fundraiser.

---

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0405.003670 | Donations   | 1000.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Cordero-Pierce

Final Approval Date: 01/27/2025

**Reviewed By**

Andrea Schiele

**Date**

01/27/2025 04:14 PM

Started On: 01/23/2025 02:41 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 02/04/2025

Accepting Donations to Veteran Services

**Submitted For:** Michael Hernandez**Submitted By:** Misty Cordero-Pierce, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grace necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veterans Services Donations.

**Background**

Donations are given to Veteran Services by MOWW, VFW 8587 and Joyce/Art Wert (Volunteers of the Veteran Services office) to help with Veterans in need.

---

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0405.003670 | Donations   | 2250.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Cordero-Pierce

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 12:25 PM

Started On: 01/27/2025 04:50 PM

**Commissioners Court - Regular Session****34.****Meeting Date:** 02/04/2025

Accepting donations to Veteran Services

**Submitted For:** Michael Hernandez**Submitted By:** Misty Cordero-Pierce, Veteran Services**Department:** Veteran Services**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grace necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veterans Services Donations.

**Background**

Donations are given to Veteran Services by MOWW, VFW 8587, and Joyce/Art Wert (volunteers of the Veteran Services office) to help with Veterans in need.

---

**Fiscal Impact**

| From/To | Acct No.         | Description | Amount  |
|---------|------------------|-------------|---------|
|         | 0100.0000.367400 | Donations   | 2250.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Cordero-Pierce

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 12:21 PM

Started On: 01/27/2025 04:45 PM

**Commissioners Court - Regular Session****35.****Meeting Date:** 02/04/2025

NACO BA Rev 02.04.25

**Submitted For:** Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program for Fiscal Year 2025.

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating Counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for administering the program locally.

---

**Fiscal Impact**

| From/To | Acct No.         | Description           | Amount   |
|---------|------------------|-----------------------|----------|
|         | 0100.0000.370500 | Miscellaneous Revenue | \$149.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 10:19 AM

Started On: 01/23/2025 11:17 PM

**Commissioners Court - Regular Session****36.****Meeting Date:** 02/04/2025

NACO BA Exp 02.04.25

**Submitted For:** Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program for Fiscal Year 2025.

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups costs through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for administering the program locally.

---

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount   |
|---------|------------------|------------------------------|----------|
|         | 0100.0630.004921 | Co Wide RX Disc Card Program | \$149.00 |

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/29/2025

**Reviewed By**

Delia Colon

**Date**

01/29/2025 11:01 AM

Started On: 01/23/2025 11:22 PM

**Commissioners Court - Regular Session****37.****Meeting Date:** 02/04/2025

Lake Creek Annex-Beck Architecture-Agreement to Terminate

**Submitted For:** Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on an Agreement to Terminate the original Agreement for Design & Engineering Services between Williamson County and Beck Architecture, LLC, being dated January 7th, 2025, relating to Lake Creek Annex.

**Background**

This Agreement to Terminate the Agreement for Design & Engineering Services has been mutually agreed to terminate the Agreement pursuant to Section 16.1 of the Agreement.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Lake Creek Annex - Beck-Termination

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 01/29/2025

**Reviewed By**

Hal Hawes

Delia Colon

**Date**

01/29/2025 01:08 PM

01/29/2025 03:04 PM

Started On: 01/29/2025 12:38 PM





**AGREEMENT TO TERMINATE**  
**Agreement for Design & Engineering Services**

**PROJECT:** Lake Creek Annex ("Project")

**ARCHITECT/  
ENGINEER:** Beck Architecture, LLC. ("A/E")  
Jacqueline Dudley, Associate Principal  
1401 E 6<sup>th</sup> Street, Bldg. 1, Suite 500  
Austin, TX 78702

**COUNTY'S DESIGNATED  
REPRESENTATIVE:** Williamson County Facilities Department  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS AGREEMENT TO TERMINATE** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

**RECITALS**

**WHEREAS**, County and A/E are parties to that certain **Agreement for Design & Engineering Services** executed on **January 7<sup>th</sup>, 2025** ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

**WHEREAS**, County and A/E desire to terminate the Agreement as of the Effective Date set out herein below.

**NOW, THEREFORE**, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

**ARTICLE 1**  
**TERMINATION OF AGREEMENT**

**1.1 Termination.**

On the terms set forth herein, County and A/E mutually agree to terminate the Agreement pursuant to Section 16.1 of the Agreement.

### **1.2 Effective Date of Termination.**

The Effective Date of Termination shall be January 14<sup>th</sup>, 2025.

### **1.3 Obligations Prior to Termination.**

Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Agreement.

### **1.4 Obligations Following Termination.**

County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Agreement.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.1 Entire Agreement.**

County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

### **2.2 Identical Counterparts.**

This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

### **2.3 Representation and Construction.**

By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

### **2.4 Amendments.**

For purposes of this Termination, the term "Agreement" shall mean and include the Agreement, and any Amendments or Supplemental Agreement issued under it.

## **ARTICLE 3 SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

**IN WITNESS WHEREOF**, County has caused this Termination to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**  
**Beck Architecture, LLC.**

By: Jacqueline Dudley  
Jacqueline Dudley (Jan 29, 2025 12:11 CST)  
Signature

Jacqueline Dudley  
Printed Name

Practice Leader  
Title

Date Signed: \_\_\_\_\_

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_

Bill Gravell Jr.  
Williamson County Judge

Date Signed: \_\_\_\_\_

**Commissioners Court - Regular Session****38.****Meeting Date:** 02/04/2025

Variance request from Hutto 525 Development Partners LP for the Flora Phase 2 subdivision – Pct 4

**Submitted For:** Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Hutto 525 Development Partners, LP for the Flora Phase 2 subdivision – Precinct 4.

**Background**

Hutto 525 Development Partners, LP, developer of the Flora Phase 2 subdivision, is requesting a variance to the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

variance request - Flora Ph 2

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 12:03 PM

Started On: 01/30/2025 11:35 AM

Hutto 525 Development Partners , LP  
10235 West Little York, Suite 300  
Houston, TX 77040

December 6, 2024

Adam Boatright  
Williamson County Engineer  
3151 S.E. Inner Loop, Suite B  
Georgetown, TX 78626

RE: Variance Request for 20' Front Setbacks at Flora Phase 2, Sections 1 & 2

Dear Mr. Boatright,

We are currently developing alley-loaded lots (homes that are accessed via private rear alleys but face the public road) in Flora Phase 2, Section 1 (Block B: Lots 2-10 & 12-26, Block C: Lots 2-10 & 12-26, Block D: Lots 2-10 & 12-27, and Block K: Lots 2-8 & 10-20) and Flora Phase 2, Section 2 (Block E: Lots 1-10 & 14-23 and Block F: Lots 1-10 & 14-23). These lots are only accessible by vehicle via the rear alleys and not from the public roads in front of the homes.

We respectfully request a variance of the 25' building setback requirement per the County's Subdivision Regulations Appendix F2 to allow for a 20' building setback to allow the builder to efficiently place the product on these 40' lots.

This will allow the builder to construct driveways long enough to avoid any extended vehicles from intruding into the 20' private driveway alley at the rear of these lots. All lots will have frontage along streets meeting right-of-way and pavement width requirements per County Subdivision Regulations and will be primarily accessed from the rear, privately maintained alleys. The ultimate reason for this request is to ensure the safety and navigability of the rear alleys. This variance has been granted previously in this development for the Phase 1A development.

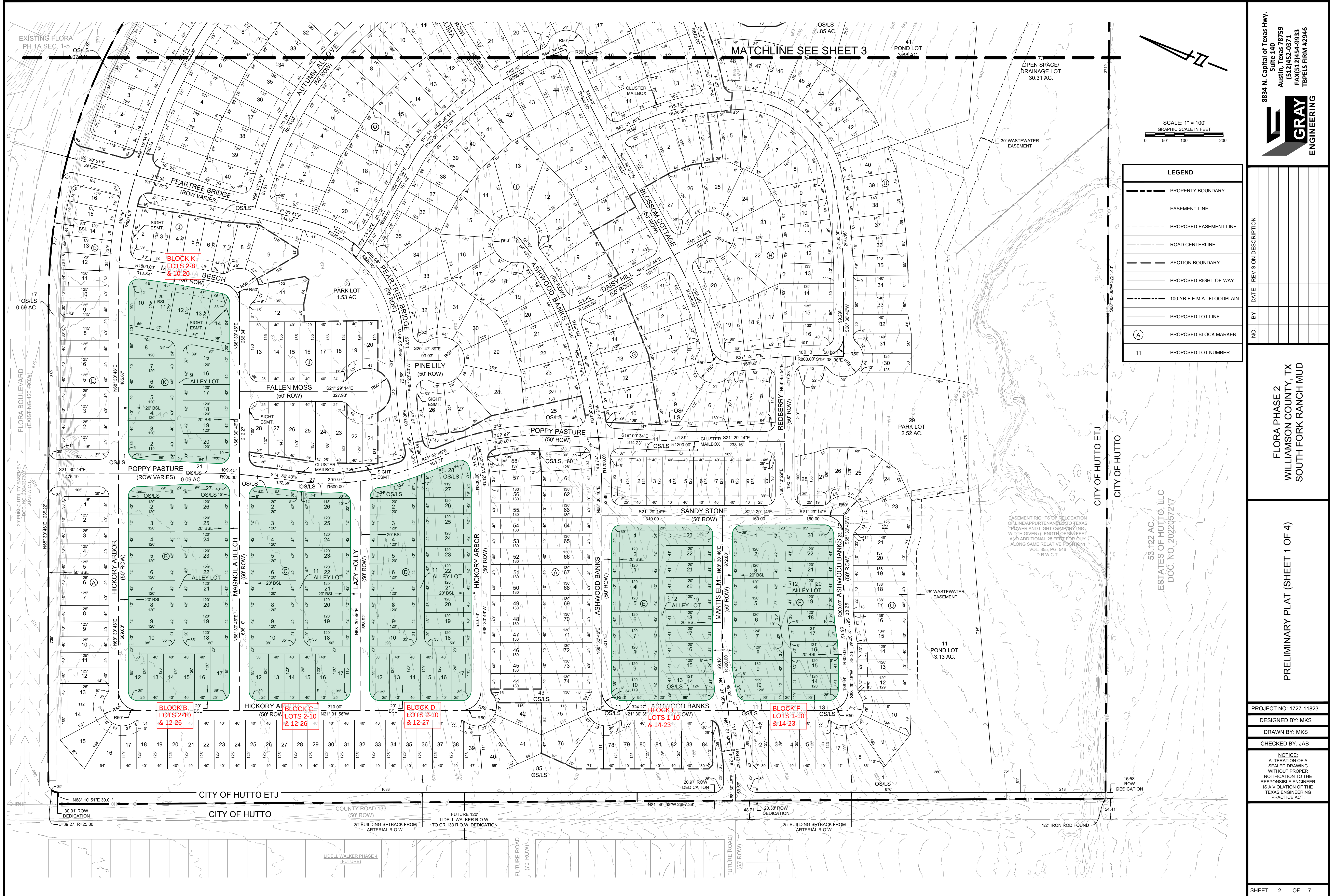
Please find attached to this letter as "Exhibit A" the proposed plot plan for the lots in question.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Matt Janke', with a stylized flourish at the end.

**Matt Janke**  
Vice President, Land Development and Acquisition



[illegible]

FLORA PHASE 2  
WILLIAMSON COUNTY, TX  
SOUTH FORK RANCH MUD

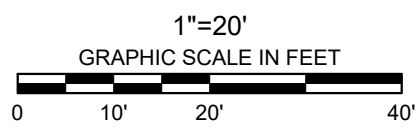
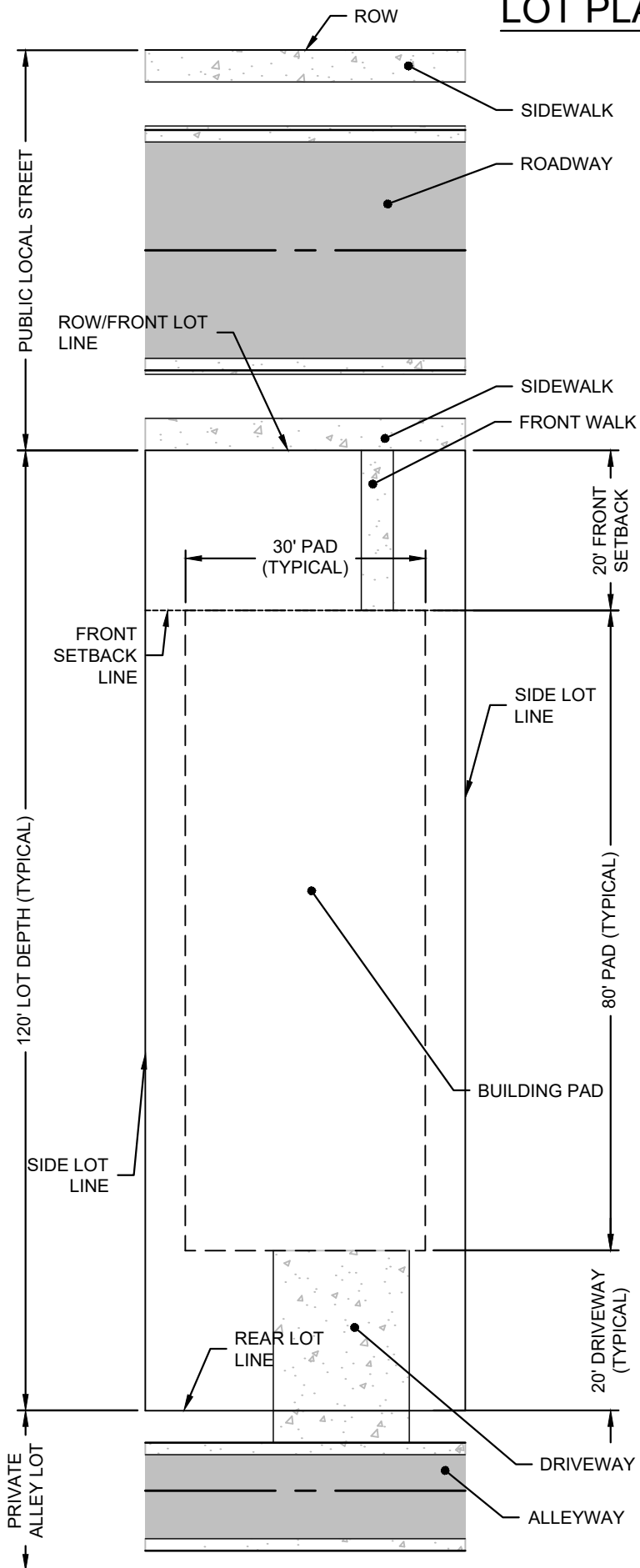
PRELIMINARY PLAT (SHEET 1 OF 4)

|                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT NO: 1727-11823                                                                                                                                                                                                                                                     |
| DESIGNED BY: MKS                                                                                                                                                                                                                                                           |
| DRAWN BY: MKS                                                                                                                                                                                                                                                              |
| CHECKED BY: JAB                                                                                                                                                                                                                                                            |
| <p><b>NOTICE:</b><br/>         ALTERATION OF A<br/>         SEALED DRAWING<br/>         WITHOUT PROPER<br/>         NOTIFICATION TO THE<br/>         RESPONSIBLE ENGINEER<br/>         IS A VIOLATION OF THE<br/>         TEXAS ENGINEERING<br/>         PRACTICE ACT.</p> |



# TYPICAL ALLEY LOADED LOT PLAN

NOTES:  
1. DIMENSIONS WILL VARY BY ACTUAL  
PRODUCT CHOSEN.



|                        |                |
|------------------------|----------------|
| PROJECT NO. 1727-11823 | DRAWN BY: NK   |
| DATE: 09/12/2024       | CHECKED BY: AB |



8834 N. Capital of Texas Hwy.  
Austin, Texas 78759  
Suite 140  
(512)452-0371  
FAX(512)454-9933  
TBPELS FIRM #2946

**Commissioners Court - Regular Session****39.****Meeting Date:** 02/04/2025

CR 129 Safety Improvements CAR Letter of Transfer

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 129 Safety Improvement Project, a Road Bond Project in Commissioner Pct. 4. Project: P375

**Background**

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the Center for Archeological Research (CAR). A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

CR129-THC-LtrTransfer-CAR

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 12:02 PM

Started On: 01/29/2025 04:07 PM



Acc CAR \_\_\_\_\_

**CENTER FOR ARCHAEOLOGICAL RESEARCH  
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological collections and records from

Williamson County

*name of governmental agency and/or subdivision*

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project: County Road 129 Safety Improvement Project

Project No.: SWCA # 61841

County(ies): Williamson County, Texas

Site No(s): None

Permitting Agency: Texas Historical Commission Permit # 31109

Description of Materials: Records and photographs generated during intensive archaeological survey.

The transfer of the above-described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

\_\_\_\_\_  
Signature - Authorized Agent of Sub. Gov. Agency

\_\_\_\_\_  
Authorized Agent of Sponsor (type or print)

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

Address:

Williamson County

710 S. Main Street, Ste. 101

Georgetown, Texas 78626



\_\_\_\_\_  
Signature - Authorized Agent of Sub. Arch.

Chris Shelton

\_\_\_\_\_  
Authorized Agent of Sub. Arch. (type or print)

Principal Investigator / Project Manager

\_\_\_\_\_  
Title/Position

August 21, 2024

\_\_\_\_\_  
Date

Address:

SWCA Environmental Consultants

4407 Monterey Oaks Blvd

Building 1, Suite 110

Austin, Texas 78749

**Commissioners Court - Regular Session****40.****Meeting Date:** 02/04/2025

Corridor I2 KFA Contract Amendment No. 1

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the Corridor I-2 (US 183 to SH 29) contract between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program.

Project: P344

Fund Source: Road Bonds

**Background**

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to add a new sub-consultant, Legacy Cultural Resources, who provided the archaeological scraping adjacent to the Perry cemetery as part of the Antiquities Cemetery Study required by the Texas Historical Commission.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

CorridorI2-KFA-PSAAmendment01

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 11:58 AM

Started On: 01/29/2025 03:42 PM

**CONTRACT AMENDMENT NO. 1  
TO  
WILLIAMSON COUNTY CONTRACT FOR  
ENGINEERING SERVICES**

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 5 is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese & Associates, Inc. (the "Engineer").

**RECITALS**

**WHEREAS**, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 10, 2020, wherein Engineer agreed to perform certain professional engineering services in connection with the Corridor I2 (US 183 to SH 29) ("Project");

**WHEREAS**, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

**I. Amendment to Attachment D - Rate Schedule**

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

**II. Terms of Contract Control and Extent of Amendment No. 2**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 5, in duplicate, to be effective as of the date of the last party’s execution below.

Engineer:

K Friese + Associates, LLC

Signed by:  
By: Thomas M. Owens  
972D180767CF4C00

Printed Name: Thomas M. Owens

Title: Vice President

Date: January 25, 2025

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**APPROVED**

By Christen Eschberger at 11:39 am, Jan 30, 2025

## **Attachment 1**

**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

| K Friese & Associates, Inc.               |                           |
|-------------------------------------------|---------------------------|
| Category                                  | 2020 Contract Hourly Rate |
| Principal/Senior Technical Advisor        | \$350.00                  |
| Senior Project Manager                    | \$250.00                  |
| Quality Manager                           | \$240.00                  |
| Senior Engineer                           | \$225.00                  |
| Project Engineer                          | \$185.00                  |
| Design Engineer                           | \$150.00                  |
| Engineer in Training                      | \$125.00                  |
| Senior CADD Operator                      | \$120.00                  |
| CADD Operator                             | \$100.00                  |
| Senior Engineering Technician             | \$130.00                  |
| Engineer Technician                       | \$125.00                  |
| Admin/Clerical                            | \$90.00                   |
| Senior GIS Operator                       | \$130.00                  |
| GIS Operator                              | \$125.00                  |
| GIS Technician                            | \$110.00                  |
| Direct Expenses                           |                           |
| In-house Photocopies B/W (8 1/2" X 11")   | \$0.16/page               |
| In-house Photocopies Color (8 1/2" X 11") | \$0.75/page               |
| In-house Photocopies B/W (11" X 17")      | \$0.32/page               |
| In-house Photocopies Color (11" X 17")    | \$1.50/page               |
| In-house Plots (B/W on Bond)              | \$0.75/sf                 |
| In-house Plots (Color on Bond)            | \$1.75/sf                 |
| In-house Large Format Plotting            | \$2.50/sf                 |
| In-house Mounting of Large Exhibits       | \$10.00/sf                |

Approved PSA 3/10/2020

| American Structurepoint, Inc.             |                           |
|-------------------------------------------|---------------------------|
| Category                                  | 2020 Contract Hourly Rate |
| Principal                                 | \$280.00                  |
| QA/QC Engineer                            | \$260.00                  |
| Sr. Project Manager                       | \$250.00                  |
| Project Manager                           | \$220.00                  |
| Sr. Project Engineer                      | \$190.00                  |
| Project Engineer                          | \$150.00                  |
| Design Engineer                           | \$128.00                  |
| Engineer In Training                      | \$115.00                  |
| Sr. Technician                            | \$140.00                  |
| Technician                                | \$100.00                  |
| Direct Expenses                           |                           |
| In-house Photocopies B/W (8 1/2" X 11")   | \$0.10/page               |
| In-house Photocopies B/W (11" X 17")      | \$0.32/page               |
| In-house Photocopies Color (8 1/2" X 11") | \$0.75/page               |
| In-house Photocopies Color (11" X 17")    | \$1.50/page               |
| In-house Plots (B/W on Bond)              | \$0.75/sf                 |
| In-house Plots (Color on Bond)            | \$1.75/sf                 |
| In-house Large Format Plotting            | \$2.50/sf                 |

**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

Approved PSA 3/10/2020

| CP&Y, Inc.                                |                              |
|-------------------------------------------|------------------------------|
| Category                                  | 2020 Contract<br>Hourly Rate |
| Environmental Manager                     | \$251.00                     |
| Senior Environmental Planner              | \$245.00                     |
| Environmental Planner IV                  | \$174.00                     |
| Environmental Planner I/II                | \$111.00                     |
| Senior Environmental Scientist            | \$174.00                     |
| Environmental Scientist IV                | \$154.00                     |
| Environmental Scientist III               | \$121.00                     |
| Environmental Scientist I/II              | \$111.00                     |
| Senior Architectural Historian            | \$148.00                     |
| Architectural Historian                   | \$107.00                     |
| Senior GIS Operator                       | \$111.00                     |
| GIS Operator                              | \$101.00                     |
| Admin/Clerial                             | \$121.00                     |
| Direct Expenses                           |                              |
| In-house Photocopies B/W (8 1/2" X 11")   | \$0.25                       |
| In-house Photocopies B/W (11" X 17")      | \$0.50                       |
| In-house Photocopies Color (8 1/2" X 11") | \$0.75                       |
| In-house Photocopies Color (11" X 17")    | \$1.50                       |
| Reporduction of CE/DVD each               | \$30.00                      |
| CDs/DVDs each                             | \$2.00                       |
| 4" X 6" Digital Colot Print/Picture       | \$0.50                       |
| Noise Meter Rental/per day                | \$80.00                      |
| GPS Unit/per day                          | \$80.00                      |
| Environmental Supplies/per day            | \$27.00                      |
| ATV or Utility Vehicle/per day            | \$75.00                      |
| Materials and Shipping/per package        | \$40.00                      |
| Courier Services/each                     | \$45.00                      |

**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

Approved PSA 3/10/2020

| Atkins North America, Inc.                   |                           |
|----------------------------------------------|---------------------------|
| Category                                     | 2020 Contract Hourly Rate |
| Principal                                    | \$350.00                  |
| Sr Advisor                                   | \$325.00                  |
| Sr Project Manager                           | \$300.00                  |
| Project Manager                              | \$225.00                  |
| Sr Engineer II                               | \$300.00                  |
| Sr Engineer I                                | \$250.00                  |
| Project Engineer                             | \$185.00                  |
| Design Engineer                              | \$150.00                  |
| EIT II                                       | \$125.00                  |
| EIT I                                        | \$110.00                  |
| Sr Engineer Tech                             | \$140.00                  |
| Engineer Tech                                | \$120.00                  |
| Jr Engineer Tech                             | \$100.00                  |
| Sr CADD Operator                             | \$130.00                  |
| CADD Operator                                | \$110.00                  |
| Jr CADD Operator                             | \$90.00                   |
| Sr Environmental Planner                     | \$250.00                  |
| Environmental Planner                        | \$180.00                  |
| Jr Environmental Planner                     | \$125.00                  |
| Sr Environmental Specialist                  | \$150.00                  |
| Environmental Specialist                     | \$120.00                  |
| Jr Environmental Specialist                  | \$90.00                   |
| Sr Environmental Field Tech                  | \$100.00                  |
| Environmental Field Tech                     | \$80.00                   |
| Jr Environmental Field Tech                  | \$60.00                   |
| Sr GIS Analyst                               | \$135.00                  |
| GIS Analyst                                  | \$110.00                  |
| GIS Technician                               | \$80.00                   |
| Graphic Thecnician                           | \$90.00                   |
| Technical Writer                             | \$100.00                  |
| Sr Public Involvement Specialist             | \$160.00                  |
| Public Involvement Specialist                | \$135.00                  |
| Jr Public Involvement Specialist             | \$95.00                   |
| Sr Transportation Planner                    | \$185.00                  |
| Transportation Planner                       | \$145.00                  |
| Jr Transportation Planner                    | \$100.00                  |
| Scheduler II                                 | \$220.00                  |
| Scheduler I                                  | \$160.00                  |
| Contract Specialist                          | \$115.00                  |
| Admin/Clerical                               | \$85.00                   |
| Intern                                       | \$70.00                   |
| Direct Expenses                              |                           |
| Large Format Plotting (per square foot)      | \$2.50                    |
| Drymount on 1/4" Foam Core (per square foot) | \$3.00                    |
| Photocopies B/W (8 1/2" X 11") (per page)    | \$0.07                    |
| Photocopies Color (8 1/2" X 11") (per page)  | \$0.20                    |
| Photocopies B/W (11" X 17") (per page)       | \$0.10                    |
| Photocopies Color (11" X 17") (per page)     | \$0.25                    |



**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

Approved PSA 3/10/2020

| Surveying and Mapping, LLC                              |                           |
|---------------------------------------------------------|---------------------------|
| Category                                                | 2020 Contract Hourly Rate |
| Principal                                               | \$200.00                  |
| Senior Project Manager                                  | \$175.00                  |
| Project Manager                                         | \$150.00                  |
| Senior Survey Technician                                | \$110.00                  |
| Survey Technician                                       | \$98.00                   |
| Two (2) Person Survey Field Crew                        | \$155.00                  |
| Three (3) Person Survey Field Crew                      | \$195.00                  |
| Additional Rodperson, Chainperson, Flagperson           | \$30.00                   |
| One (1) Person Survey Field Crew                        | \$115.00                  |
| Project Coordinator - Mobile LiDAR                      | \$120.00                  |
| Mobile LiDAR Processing Technician                      | \$120.00                  |
| Project Coordinator - AM                                | \$120.00                  |
| Certified Photogrammetrist                              | \$125.00                  |
| Analytical Triangulation Specialist                     | \$110.00                  |
| Aerial Mapping Technician                               | \$98.00                   |
| Orthophoto Specialist                                   | \$98.00                   |
| Mapping Editor                                          | \$98.00                   |
| Aerial Office Technician                                | \$65.00                   |
| Project Coordinator - AP                                | \$120.00                  |
| Aerial Processing Technician                            | \$100.00                  |
| Project Coordinator - FWAL                              | \$120.00                  |
| Airborne LiDAR Processing Technician                    | \$100.00                  |
| HAL Processing Technician                               | \$98.00                   |
| Project Coordinator - HAL                               | \$120.00                  |
| Helicopter Flight Crew Rotary Wing Aircraft             | \$205.00                  |
| Helicopter LiDAR Processing Technician                  | \$125.00                  |
| Department Manager (SUE)                                | \$200.00                  |
| Sr. Project Manager (SUE)                               | \$195.00                  |
| Project Manager (SUE)                                   | \$177.00                  |
| Senior Engineer (SUE)                                   | \$177.00                  |
| Utility Coordinator                                     | \$125.00                  |
| Senior Utility Coordinator                              | \$165.00                  |
| Utilities Field Inspector                               | \$109.00                  |
| Senior Utilities Field Inspector                        | \$129.00                  |
| Engineer in Training                                    | \$124.00                  |
| Phase Manager (SUE)                                     | \$124.00                  |
| Senior Office Technician (SUE)                          | \$124.00                  |
| Office Technician (SUE)                                 | \$102.00                  |
| Administrative Assistant                                | \$78.00                   |
| Field Coordinator/Field Supervisor                      | \$150.00                  |
| Three (3) Person SUE Locating Crew (w/Equipment)        | \$279.00                  |
| Two (2) Person SUE Field Crew (w/Equipment)             | \$190.00                  |
| One (1) Person SUE Designating Crew (w/Equipment)       | \$100.00                  |
| Vac Crew Rate (includes 1 unit w/2-man crew)            | \$247.00                  |
| Vac Crew Rate (overtime)(weekends or exceeding 8hr/day) | \$265.00                  |

**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

| Surveying and Mapping, LLC                                                   |                           |
|------------------------------------------------------------------------------|---------------------------|
| Category                                                                     | 2020 Contract Hourly Rate |
| Direct Expenses                                                              |                           |
| Control Monuments                                                            | \$90.00/Each              |
| Ground Trafget (Includes paint, panel material, etc.)_                       | \$20.00/Each              |
| GPS Reciever                                                                 | \$25.00/Hour              |
| Terrestrial Laser Scanner                                                    | \$100.00/Hour             |
| LiDAR Workstation                                                            | \$15.00/Hour              |
| Helicopter Rate                                                              | \$1,450.00/Hour           |
| Fixed Wing Aircraft Rate                                                     | \$1,300.00/Hour           |
| Aerial LiDAR System                                                          | \$700.00/Day              |
| Digital Imagery Processing                                                   | \$32.00/Each              |
| LiDAR Mobile Mapping System                                                  | \$6,500/Day               |
| Aerial Photograpy Flight Crew<br>(Fixed Wing Aircraft)                       | \$205.00/Hour             |
| LiDAR Flight Crew Fixed Wing Aircraft<br>(Includes Pilot and LiDAR Operator) | \$120.00/Hour             |
| Helicopter Flight Crew<br>(Includes Pilot and LiDAR Operator)                | \$325.00/Hour             |
| AP Transit Miles                                                             | \$12.00/Mile              |
| AP Project Flight Miles                                                      | \$32.00/Mile              |
| AP ABGPS Processing                                                          | \$3,000/Project           |
| FWAL Transit Miles                                                           | \$12.00/Mile              |
| FWAL Project Flight Miles                                                    | \$32.00/Mile              |
| B&W Processing (film, development, scanning)                                 | \$10.00/Each              |
| CIR Processing (film, development, scanning)                                 | \$10.00/Each              |
| Color Processing (film, development, scanning)                               | \$15.00/Each              |
| Digital Image Processing                                                     | \$27.00/Each              |
| Ground Penetrating Radar(Adder to Deesignating Crew Rate)                    | \$400.00/Day              |
| Specialty Equipment Sonde, Radio Beacon, Duct Rodder)                        | \$35.00/Day               |
| Flashing Arrow Board, Warning Signs(w/ stands and traffic cones)             | \$38.00/Day               |
| ATV or Utility Vehicle                                                       | \$75.00/Day               |
| Environmental Supplies (Paint, Supplies, Lath Stakes)                        | \$25.00/Day               |
| Pavement Coring                                                              | \$300.00/Core             |
| Agency As-built Information (Reporoduction) Fees                             | \$10.00/Copy              |
| Additional Vehicle (Required for safety or materials)                        | \$38.00/Day               |
| Roadway Bonding Agent                                                        | \$110.00/bucket           |

**Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal**

Approved PSA 3/10/2020

| Raba Kistner Consultants, Inc.                       |                           |
|------------------------------------------------------|---------------------------|
| Category                                             | 2020 Contract Hourly Rate |
| Principal                                            | \$220.00                  |
| Senior Geotechnical Engineer                         | \$195.00                  |
| Project Manager                                      | \$185.00                  |
| Geotechnical Engineer                                | \$165.00                  |
| Engineer in Training                                 | \$135.00                  |
| Geologist                                            | \$120.00                  |
| Geotechnical Logger                                  | \$110.00                  |
| CADD Technician                                      | \$95.00                   |
| Senior Geotechnical Engineering Technician           | \$80.00                   |
| Geotechnical Laboratory Technician                   | \$75.00                   |
| Geotechnical Engineering Technician                  | \$70.00                   |
| Admin/Clerical                                       | \$60.00                   |
| Direct Expenses                                      |                           |
| Photocopies B/W (8 1/2" X 11") (per page)            | \$0.21                    |
| Photocopies Color (8 1/2" X 11") (per page)          | \$0.31                    |
| Photocopies B/W (11" X 17") (per page)               | \$0.38                    |
| Photocopies Color (11" X 17") (per page)             | \$0.45                    |
| Drill Rig Mobilization (min charge)                  | \$495.00/Each             |
| Drill Rig Mobilization                               | \$6.50/mile               |
| Logger Truck                                         | \$0.85/mile               |
| Drilling & Sampling (Cohesive/Granular Soils)        | \$19.50/ft                |
| Hollow Stem Drilling (Granular Soils)                | \$28.00/ft                |
| Drilling & Sampling (Soft Rock - Limestone)          | \$35.00/ft                |
| Drilling & Sampling (Hard Rock - Limestone)          | \$42.00/ft                |
| Texas Cone Penetrometer                              | \$25.00/test              |
| Standard Penetration                                 | \$20.00/test              |
| Bentonite Backfill                                   | \$3.50/ft                 |
| Drilling Standby                                     | \$195.00/hour             |
| Traffic Control                                      | \$3,000/day               |
| Lab Testing (Moisture Content)                       | \$15.00/test              |
| Lab Testing (Atterberg Limit)                        | \$105.00/test             |
| Lab Testing (Percent Passing No. 200 Sieve)          | \$58.00/test              |
| Lab Testing (Sieve Analysis)                         | \$85.00/test              |
| Lab Testing (Hydrometer)                             | \$355.00/test             |
| Lab Testing (Corrosivity: Chloride, pH, Resistivity) | \$175.00/test             |
| Lab Testing (Unconfined Compression - Soil)          | \$32.00/test              |
| Lab Testing (Unconfined Compression - Rock)          | \$38.00/test              |
| Lab Testing (Sulfate Testing)                        | \$98.00/test              |
| Lab Testing (Lime Series Curve)                      | \$410.00/test             |
| Lab Testing (Moisture/Density Test)                  | \$295.00/test             |
| Lab Testing (Resilient Modulus)                      | \$1,800/test              |
| Lab Testing (California Bearing Ratio Test)          | \$185.00/test             |

Williamson County  
Corridor I2 (US 183 to SH 290)  
Fee Proposal

New

| Legacy Cultural Resources LLC |                              |
|-------------------------------|------------------------------|
| Category                      | 2024 Contract<br>Hourly Rate |
| GIS Technician                | \$55.00                      |
| Field Tech III                | \$55.00                      |
| Senior Scientist I            | \$80.00                      |
| Scientist III                 | \$75.00                      |
| Field Tech IV                 | \$60.00                      |
| Direct Expenses               |                              |
| Vehicle (Truck)               | \$45.00/Day                  |
| Trimble GPS                   | \$100.00/Day                 |
| Backhoe Rental                | \$1,500/Day                  |
| Backhoe Mobilixation          | \$350.00/Day                 |
| TARL Records                  | 460.00/Project               |
| Environmental Supplies        | \$15.00/Day                  |

**Commissioners Court - Regular Session****41.****Meeting Date:** 02/04/2025

CR 245 Agreed Final Judgment

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an agreed final judgment with Mary Simkins Luzius for 1.279 AC needed as right of way and acquired for the construction of CR 245. Funding Source: Bonds P353.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

judgment

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 02:10 PM

Started On: 01/29/2025 01:38 PM

CAUSE NO. 22-0590-CC2

WILLIAMSON COUNTY, TEXAS

**Condemnor**

V.

MARY SIMKINS LUZIUS

**Condemnees**

§ IN THE COUNTY COURT

§

§

§ AT LAW NUMBER TWO OF

§

§

§ WILLIAMSON COUNTY, TEXAS

**AGREED FINAL JUDGMENT**

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple interest in and across to approximately 1.279 acre (Parcel 5 Parts 1-2) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about May 10, 2022; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns which has completed the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the CR 245 roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of MARY SIMKINS LUZIUS

(“CONDEMNEE”), that Condemnee shall recover from Condemnor the total sum of TWO HUNDRED SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$265,000.00). The parties agree ONE HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS (\$148,487.00) was previously deposited with the court pursuant to the written Award of Special Commissioners, leaving a balance due of **ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED THIRTEEN AND 00/100 DOLLARS (\$116,513.00)**, and the remaining balance to be paid by check or warrant to Mary Simkins Luzius c/o Gattis Law Firm, PC., 213-B West 8<sup>th</sup> Street, Georgetown, Texas 78626 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Judge Presiding

/s/ Erik Cardinell  
Erik Cardinell  
State Bar No. 00796304  
[erik@scrllaw.com](mailto:erik@scrllaw.com)  
(512) 255-8877  
(512) 255-8986 (fax)  
Sheets & Crossfield, P.L.L.C.  
309 East Main Street  
Round Rock, Texas 78664  
Attorneys for Condemnor

  
\_\_\_\_\_  
Dan M. Gattis  
Texas State Bar No. 00790754  
[dgattis@gattislaw.com](mailto:dgattis@gattislaw.com)  
213-B West 8<sup>th</sup> Street  
Georgetown, TX 78626  
**Gattis Law Firm, P.C.**  
Attorney for Condemnees

Bill Gravell Jr.  
County Judge



## EXHIBIT A

County: Williamson  
Highway: County Road 245  
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 1 of 7  
July 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 5

**DESCRIPTION OF** a 55,704 square foot (1.279 acre) parcel of land consisting of two parts out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 20 acre remainder of 91.29 acres described in Volume 1083, Page 101, Deed Records, Williamson County, Texas (D.R.W.C.T.), said 20 acres conveyed to Mary Simkins Luzius by Affidavit of Heirship dated February 19, 2007, as recorded in Document No. 2007019684, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), being further described in Volume 1083, Page 101, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 55,704 square foot (1.279 acre) parcel of land being more particularly described in two parts by metes and bounds as follows:

#### PART 1

**COMMENCING** at a 1/2-inch iron rod found at the west corner of said 20 acre Luzius tract, being at the northwest corner of a called 19.98 acre tract conveyed to The Worship Place (Interdenominational) by Warranty Deed with Vendor's Lien dated March 31, 2016, as recorded in Document No. 2016027257, O.P.R.W.C.T., and being in the south line of a called 10.538 acre tract conveyed to Plazo Tierra, LLC by Special Warranty Deed dated August 30, 2019, as recorded in Document No. 2019110959, O.P.R.W.C.T.;

**THENCE** S 61°46'29" E, along the south line of said 20 acre Luzius tract and the north line of said 19.98 acre The Worship Place tract, a distance of 1,255.17 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 121+01.03 and having Surface Coordinates of North=10,238,621.54, East=3,101,762.71;

**THENCE**, along the proposed west right-of-way line of CR 245, crossing said 20 acre Luzius tract, the following two (2) courses, numbered 1 and 2:

- 1) **N 21°52'35" E**, a distance of **82.85 feet** to a 1/2-inch iron rod with "McGray McGray" cap set at the beginning of a curve to the left, being 67.50 feet left of Engineer's Baseline Station 121+83.88, and

## EXHIBIT A

County: Williamson  
Highway: County Road 245  
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 2 of 7  
July 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 5

- 2) **31.47 feet** along the arc of said curve to the left, having a radius of **1,732.50 feet**, a delta angle of **01°02'27"**, a chord bearing of **N 21°21'21" E**, and a chord distance of **31.47 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the east line of said 20 acre Luzius tract, being in the west line of a called 0.545 of one acre tract conveyed to Williamson County by Special Warranty Deed dated August 21, 2003, as recorded in Document No. 2003082496, O.P.R.W.C.T., and being in the existing west right-of-way line of CR 245 (varying width), and being 67.50 feet left of Engineer's Baseline Station 122+16.58;
- 3) **THENCE, S 17°18'28" W**, along the east line of said 20 acre Luzius tract, the west line of said 0.545 of one acre Williamson County tract and the existing west right-of-way line of CR 245, a distance of **115.68 feet** to a 1/2-inch iron rod found at the southeast corner of said 20 acre Luzius tract, being at the northeast corner of said 19.98 acre The Worship Place tract, and at the south corner of said 0.545 of one acre Williamson County tract;
- 4) **THENCE, N 61°46'29" W**, along the south line of said 20 acre Luzius tract and the north line of said 19.98 acre The Worship Place tract, a distance of **8.98 feet** to the **POINT OF BEGINNING** and containing 497 square feet (0.0114 of one acre) of land, more or less.

### PART 2

**COMMENCING** at a 1/2-inch iron rod found at the west corner of said 20 acre Luzius tract, being at the northwest corner of said 19.98 acre The Worship Place tract, and being in the south line of said 10.538 acre Plazo Tierra tract;

**THENCE** **N 61°58'38" E**, along the north line of said 20 acre Luzius tract, partially along the south line of said 10.538 acre Plazo Tierra tract, and partially along the south line of a called 37.617 acre tract conveyed to Gracia Tierra, LLC by Special Warranty Deed dated August 30, 2019, as recorded in Document No. 2019110960, O.P.R.W.C.T., a distance of 1,344.59 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 134+01.29 and having Surface Coordinates of North=10,239,846.88, East=3,101,843.73;



## EXHIBIT A

County: Williamson  
Highway: County Road 245  
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 3 of 7  
July 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 5

1) **THENCE, N 61°58'38" E**, continuing along the north line of said 20 acre Luzius tract, passing at a distance of 27.69 feet along the south line of said 37.617 acre Gracia Tierra tract, a calculated point at the southeast corner of said 37.617 acre Gracia Tierra tract, being at the southwest corner of a 3.07 acre right-of-way dedication recorded in Document No. 9553392, Official Records, Williamson County, Texas (O.R.W.C.T.), and being in the existing west right-of-way line of CR 245 (varying width), from which a 1/2-inch iron rod with "McKim Creed" cap found bears S 21°18'01" E, a distance of 0.27 feet, continuing an additional distance of 4.28 feet along the south line of said 3.07 acre right-of-way dedication and the existing west right-of-way line of CR 245, for a total distance of **31.97 feet** to a 1/2-inch iron rod with "Williamson County" cap found at the northeast corner of said 20 acre Luzius tract, being at the northwest corner of said 0.545 of one acre Williamson County tract;

**THENCE**, along the east line of said 20 acre Luzius tract, the west line of said 0.545 of one acre Williamson County tract and the existing west right-of-way line of CR 245, the following seven (7) courses, numbered 2 through 8:

- 2) **S 21°35'01" E**, a distance of **272.25 feet** to a 1/2-inch iron rod with "Williamson County" cap found,
- 3) **S 21°08'03" E**, a distance of **197.19 feet** to a calculated point,
- 4) **S 17°08'50" W**, a distance of **85.68 feet** to a calculated point,
- 5) **S 22°35'17" W**, a distance of **164.19 feet** to a 1/2-inch iron rod with "Williamson County" cap found,
- 6) **S 17°42'07" W**, a distance of **110.69 feet** to a calculated point,
- 7) **S 22°01'48" W**, a distance of **53.09 feet** to a 1/2-inch iron rod found, and
- 8) **S 17°18'28" W**, a distance of **110.39 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, at the beginning of a curve to the left, and being 67.50 feet left of Engineer's Baseline Station 124+38.24;

## EXHIBIT A

County: Williamson  
Highway: County Road 245  
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 4 of 7  
July 23, 2021

### PROPERTY DESCRIPTION FOR PARCEL 5

- 9) **THENCE, 926.94 feet** along the arc of said curve to the left, having a radius of **1,732.50 feet**, a delta angle of **30°39'18"**, and a chord bearing of **N 01°32'51" W**, along the proposed west right-of-way line of CR 245, crossing said 20 acre Luzius tract, a chord distance of **915.92 feet** to the **POINT OF BEGINNING** and containing 55,207 square feet (1.267 acres) of land, more or less.

PART 1 497 Sq. Ft. (0.0114 Ac.)

PART 2 55,207 Sq. Ft. (1.267 Ac.)

**TOTAL 55,704 Sq. Ft. (1.279 Ac.)**

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

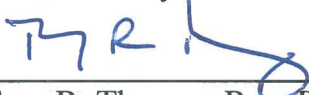
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 23<sup>rd</sup> day of July, 2021 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



7/23/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2021/Descriptions/CR 245 Williamson County/Parcel 5





LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)  
○ FOUND IRON PIPE (1/2" UNLESS NOTED)  
△ CALCULATED POINT, NOT SET  
○ 1/2" IRON ROD W/ "MCGRAY & MCGRAY"  
CAP SET (UNLESS NOTED)  
(XXX) RECORD INFORMATION  
—P— PROPERTY LINE (OWNERSHIP DIVISION)  
—S— APPROXIMATE SURVEY LINE  
—D— DEED LINE (OWNERSHIP IN COMMON)  
—D— DISTANCE NOT TO SCALE (N.T.S.)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
R.O.W. RIGHT-OF-WAY  
N.T.S. NOT TO SCALE  
B.L. BUILDING SETBACK LINE  
D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS  
O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS  
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS  
PARCEL NUMBER FOR R.O.W. ACQUISITION

1

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.

2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.

3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

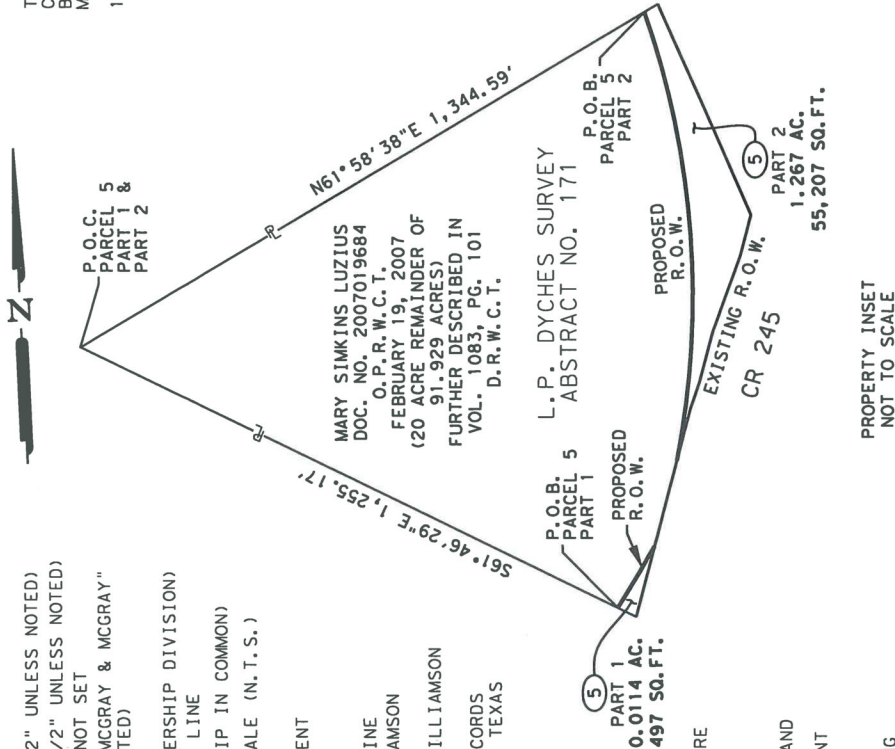
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*Troy R. Thomas*

TROY R. THOMAS, REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6130

7/23/2021

DATE



- THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129118-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 27, 2021, ISSUED DATE JUNE 10, 2021.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
- A. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
- B. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
- C. CHISHOLM TRAIL WATER SUPPLY CORP. PIPELINE AS DESCRIBED IN VOLUME 1107, PAGE 425, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND ASSIGNED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN VOLUME 2188, PAGE 44, OFFICIAL RECORDS, PLOT) WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)
- D. TEMPORARY CONSTRUCTION EASEMENT AS DESCRIBED IN DOCUMENT NO. 2012025999, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

REVISIONS

| RECORD                      | ACQUISITION                            | REMAINING LT                  |
|-----------------------------|----------------------------------------|-------------------------------|
| 20 AC.<br>(871,200 SQ. FT.) | TOTAL<br>1,279 AC.<br>(55,704 SQ. FT.) | 18.7 AC.<br>(815,496 SQ. FT.) |

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
(512) 451-8591  
www.mcgray.com

PARCEL PLAT SHOWING  
PROPOSED R.O.W. AT  
PARCEL 5  
CR 245 - FROM R.M. 2338  
TO RONALD REAGAN BLVD.  
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 SCALE: N.T.S.

P.O.C. PARCEL 5 PART 1 & PART 2  
 DOC. NO. 2019110959  
 O.P.R.W.C.T. AUGUST 30, 2019  
 (10.538 ACRES)

THE WORSHIP PLACE (INTERDENOMINATIONAL)  
 DOC. NO. 2016027257  
 O.P.R.W.C.T. MARCH 31, 2016  
 (19.98 ACRES)

L.P. DYCHES SURVEY ABSTRACT NO. 171

MARY SIMKINS LUZIOUS  
 DOC. NO. 2007019684  
 O.P.R.W.C.T. FEBRUARY 19, 2007  
 (20 ACRE REMAINDER OF 91.929 ACRES)  
 FURTHER DESCRIBED IN VOL. 1083, PG. 101  
 D.R.W.C.T.

P.O.B. PARCEL 5 PART 1  
 N=10, 238, 621.54  
 E=3, 101, 762.71  
 STA. 121+01.03  
 67.50' LT

PROPOSED R.O.W.  
 L1  
 STA. 121+83.88  
 67.50' LT  
 STA. 122+16.58  
 67.50' LT

EXISTING R.O.W.  
 L2  
 STA. 121+83.88  
 67.50' LT  
 STA. 122+16.58  
 67.50' LT

CR 245 (R.O.W. WIDTH VARIES)  
 125+00  
 ENGINEER'S BASELINE  
 0-011.4 AC  
 497 SQ. FT.

FUTURE COUNTY ROAD 245 R.O.W.  
 AS PER DOC. NO. 2016007743  
 O.P.R.W.C.T.

AMENDING PLAT SUN CITY  
 NEIGHBORHOOD SIXTY-FOUR  
 DOC. NO. 2016007743  
 O.P.R.W.C.T. (37.46 ACRES)

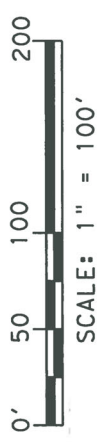
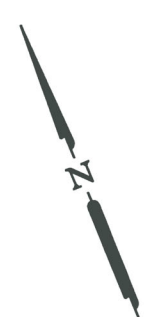
ENGINEER'S BASELINE CURVE DATA  
 P1 NORTHING = 10,239,332.27  
 P1 EASTING = 3,102,120.82  
 P1 STATION = 128+94.01  
 DELTA OF CURVE = 43° 03' 36" (LT)  
 DEGREE OF CURVE = 3° 10' 59"  
 TANGENT LENGTH = 710.13  
 RADIUS = 1,352.77'  
 CHORD BEARING = N 0° 20' 47" E  
 CHORD = 1,321.16'  
 PC STATION = 121+83.88  
 PT STATION = 135+36.65

| CURVE TABLE |         |           |                |
|-------------|---------|-----------|----------------|
| CURVE       | LENGTH  | RADIUS    | DELTA          |
| C1          | 31.47'  | 1,732.50' | 01° 02' 27" LT |
| C2          | 926.94' | 1,732.50' | 30° 39' 18" LT |

| CURVE TABLE |                |         |         |
|-------------|----------------|---------|---------|
| CURVE       | BEARING        | CHORD   | CHORD   |
| C1          | N21° 21' 21" E | 31.47'  | 31.47'  |
| C2          | N01° 32' 51" W | 915.92' | 915.92' |

PULTE HOMES OF TEXAS, L.P.  
 DOC. NO. 2015003147  
 O.P.R.W.C.T. JANUARY 14, 2015  
 (161,7551 ACRES)  
 SAVE & EXCEPT 0.413 ACRES

| LINE TABLE |                |          |  |
|------------|----------------|----------|--|
| LINE       | BEARING        | DISTANCE |  |
| L1         | N21° 52' 35" E | 82.85'   |  |
| L2         | S17° 18' 28" W | 115.68'  |  |
| L3         | N61° 46' 29" W | 8.98'    |  |
| L8         | S22° 01' 48" W | 53.09'   |  |



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

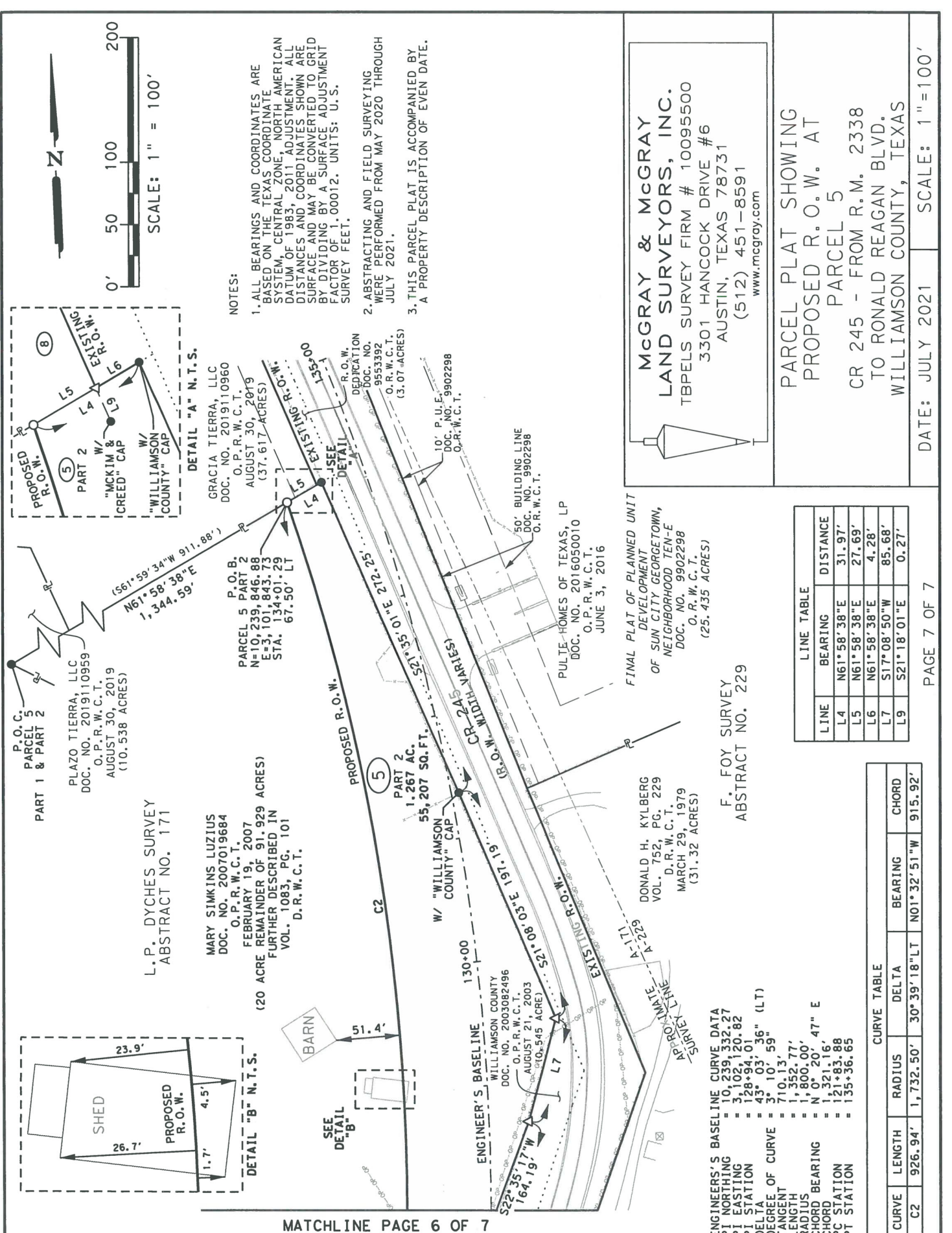
MATCHLINE PAGE 7 OF 7

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
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PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 5  
 CR 245 - FROM R.M. 2338  
 TO RONALD REAGAN BLVD.  
 WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 SCALE: 1"=100'





NOTES:

- 1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
- 2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
- 3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
TBPELS SURVEY FIRM # 10095500  
3301 HANCOCK DRIVE #6  
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PARCEL PLAT SHOWING  
PROPOSED R.O.W. AT  
PARCEL 5  
CR 245 - FROM R.M. 2338  
TO RONALD REAGAN BLVD.  
WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 SCALE: 1"=100'

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L4         | N61°58'38"E | 31.97'   |
| L5         | N61°58'38"E | 27.69'   |
| L6         | N61°58'38"E | 4.28'    |
| L7         | S17°08'50"W | 85.68'   |
| L9         | S21°18'01"E | 0.27'    |

| CURVE TABLE |         |           |             |
|-------------|---------|-----------|-------------|
| CURVE       | LENGTH  | RADIUS    | DELTA       |
| C2          | 926.94' | 1,732.50' | 30°39'18"LT |

ENGINEER'S BASELINE CURVE DATA  
PI NORTHING = 10,239.332.27  
PI EASTING = 3,102.120.82  
PI STATION = 128+94.01  
DELTA = 43°03'36" (LT)  
DEGREE OF CURVE = 3°10'59"  
TANGENT = 710.13'  
LENGTH = 1,352.77'  
RADIUS = 1,800.00'  
CHORD BEARING = N 0°20'47" E  
CHORD = 1,321.16'  
PC STATION = 121+83.88  
PT STATION = 135+36.65

F. FOY SURVEY  
ABSTRACT NO. 229

DONALD H. KYLBERG  
VOL. 752, PG. 229  
D.R.W. C.T.  
MARCH 29, 1979  
(31.32 ACRES)

FINAL PLAT OF PLANNED UNIT  
DEVELOPMENT  
OF SUN CITY GEORGETOWN,  
NEIGHBORHOOD TEN-E  
DOC. NO. 9902298  
O.R.W. C.T.  
(25.435 ACRES)

PULTE HOMES OF TEXAS, LP  
DOC. NO. 2016050010  
O.P.R.W. C.T.  
JUNE 3, 2016

50' BUILDING LINE  
DOC. NO. 9902298  
O.R.W. C.T.

10' P.U.E.  
DOC. NO. 9902298  
O.R.W. C.T.

DEEDICATION  
DOC. NO. 9553392  
O.R.W. C.T.  
(3.07 ACRES)

MARY SIMKINS LUZIOUS  
DOC. NO. 2007019684  
O.P.R.W. C.T.  
FEBRUARY 19, 2007  
(20 ACRE REMAINDER OF 91.929 ACRES)  
FURTHER DESCRIBED IN  
VOL. 1083, PG. 101  
D.R.W. C.T.

L.P. DYCHES SURVEY  
ABSTRACT NO. 171

PLAZO TIERRA, LLC  
DOC. NO. 2019110959  
O.P.R.W. C.T.  
AUGUST 30, 2019  
(10.538 ACRES)

P.O.C.  
PARCEL 5  
PART 1 & PART 2

DETAIL "A" N.T.S.

GRACIA TIERRA, LLC  
DOC. NO. 2019110960  
O.P.R.W. C.T.  
AUGUST 30, 2019  
(37.617 ACRES)

P.O.B.  
PARCEL 5 PART 2  
N=10,239.846.88  
E=3,101.843.73  
STA. 134+01.29  
67.50' LT

DETAIL "B" N.T.S.

## Commissioners Court - Regular Session

42.

**Meeting Date:** 02/04/2025

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

---

### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

##### A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: Bud Stockton Dr.
- b) Discuss the acquisition of real property for CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Arterial K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss the acquisition of real property for CR 175.
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

##### B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County

- a) Discuss country-owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of the Williamson County owned properties within the downtown Georgetown



area.

## Background

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### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

### Attachments

*No file(s) attached.*

---

### Form Review

#### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/30/2025

#### Reviewed By

Delia Colon

#### Date

01/30/2025 02:56 PM

Started On: 01/29/2025 01:41 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 02/04/2025

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

---

**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:  
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project Garden
- c) Project School Bus
- d) Project Lunch Lady
- e) Project Sequoia

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 01/30/2025

**Reviewed By**

Delia Colon

**Date**

01/30/2025 02:56 PM

Started On: 01/29/2025 01:41 PM